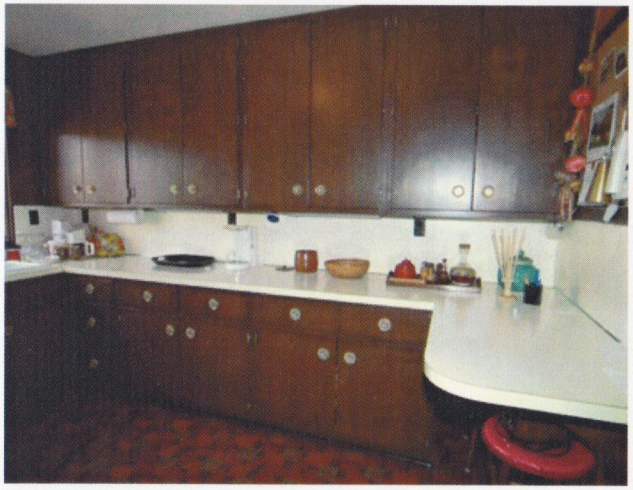
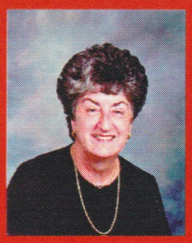
HOME/OFFICE

MADE IN U.S.A.

MFG. UPC NO. 078787

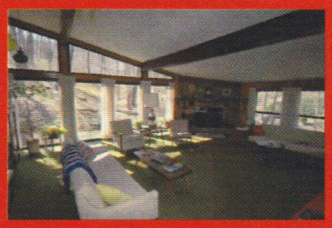
290 SALE – REALTOR

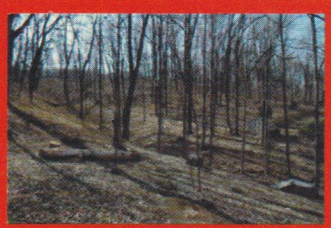




Jean Schwenger
RE/MAX of Reading

1290 Broadcasting Road
Wyomissing, PA 19610
(610) 670-2770
JSchwenger@GoBerksCounty.com





For Sale

Outstanding Property

290 Mountain View Road

- Prime Governor Mifflin Schools
- Beautiful Wooded 1+ Acres
- 5 Generous Bedrooms
- Unique 3-Room Bath
- Radiant Heat In Ceilings
- Sun Filled Rooms

$249,900

PROPERTY DATA

290 Mountain View Rd, Reading, PA — RES ACT $249,900

RE/MAX® of Reading

Jean Schwenger
1290 Broadcasting Road
Wyomissing, PA 19610
phone: (610) 670-2770
1-800-206-0015
E-mail: jschwenger@goberkscounty.com
Web address: www.JeanSchwenger.com

MLS #	4699766 m	Bed Bath	5 2/0
MLS Area	10239 Cumru Twp	Ownership	FeeSimple
County	Berks County	Type	Single/Detac
Zip Code	19607	Design	Split/MultiL
Tax ID #	39-5305-07-68-3792	Style	Contemporary
Subdiv/Nei	None Available	Bsmt	Y
School Dist	Governor Mifflin	Approx Age	36
- High		Int Sq Ft	2,886/ A
- Middle		Unit Floor#	C/A N
- Elem		Internet	Y / Y

Directions

Rt 724 S, left on Mt. View Rd, (at California Bar & Grill).
Cross Street Rt 10 — Map Grid 7497C2

Room Dimensions

LR/GR	26 X 21 M	Main BR	18 X 14 U	Br	16 X 12 L
Dining	15 X 16 M	2nd BR	11 X 13 U		
Kitchen	11 X 13 M	3rd BR	11 X 13 U		
Family		4th BR	11 X 13 U		

Inclusions Wood Stove In Living/Great Room, 2 Refrigerators
Exclusions

Other Info.

Total Rms	8		
Bath Full	M	1 U	1 L
Bath Part	M	U	L
Model			
Builder			

Tax Information

RE Taxes/Yr $4,836 / 2006
Assessment 167700

Association Info

Condo/HOA N / N
Asso Fee/Freq

Lot Information

Acr/SqFt 1.03 / 44,867
Lot Dim irreg
Land Use 105B Zoning res
Water Front N

Features

Utilities: ElectricHeat, RadiantHeat, ElectricHtWt, NoA/C, PublicWater, PublicSewer, 200-300AmpEl
Parking: 2-CarGarage, Att/BuiltInG, DrivewayPrk **Exterior:** Alu/SteelExt, BrickExt, SlopingLot, WoodedLot, Patio, NoPool
Bsmt: FullBasement, UnfinishBsmt **Interior:** AccessPanel, OneFirePl, BrickFirePl, LR/GRFireP, W/WCarpeting, Cathedral/Va, Attic/HseFan, CableTVWired, WoodStove, ExposedBeams, StallShower, Foyer/VestEn, NoModifs/Unk, BsmtLaundry **Kit:** KitW/NookBar, ElecCooking, KitDoubleSin, BuiltInDishW
Assn Inc: Finance: ConventnalFi **Cond:** Average+

Remarks

Public: Spacious Contemporary nestled on 1+ acres in Governor Mifflin School District. Custom designed - one if a kind. Convenient to PA Turnpike, King of Prussia, Valley Forge!

See inside this home at: "www.JeanSchwenger.com/4699766"

This offering was made subject to errors and omissions, change of price, prior sale or withdrawal without prior notice.

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

Property Address: 290 MOUNTAIN VIEW ROAD, READING, PA 19607

Seller:

HUGH M QUIGLEY

ELIZABETH H QUIGLEY

The Real Estate Seller Disclosure Law (68 P.S. §7301 et. seq.) requires that a seller of a property must disclose to a buyer all known material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this disclosure statement covers common topics beyond the basic requirements of the Law in an effort to assist sellers in complying with disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties that Buyer may wish to obtain.** This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

1. **SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____

2. **OCCUPANCY/OWNERSHIP**
   (a) Do you, Seller, currently occupy this property? ☒ Yes ☐ No If "yes", by whom? ☒ Seller ☐ Other occupants (tenants)
   If property is not occupied, when was it last occupied? _____
   (b) How long have you owned the property? 37 years
   (c) Are you aware of any pets having lived in the house or other structures during your ownership? ☐ Yes ☒ No
   If "yes," describe: _____

3. **ROOF**
   (a) Date roof installed: 1970 2001 Documented? ☐ Yes ☐ No ☒ Unknown
   (b) Has the roof been replaced or repaired during your ownership? ☒ Yes ☐ No
   If "yes," was the existing roofing material removed? ☒ Yes ☐ No ☐ Unknown
   (c) Has the roof ever leaked during your ownership? ☒ Yes ☐ No
   (d) Are you aware of any problems with the roof, gutters, flashing or downspouts? ☒ Yes ☐ No
   Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:
   BOTTOMS OF DOWNSPOUTS SPLIT ROOF REPLACED IN 2001 BECAUSE OF LEAKS

4. **BASEMENTS AND CRAWL SPACES (Complete only if applicable)**
   (a) Does the property have a sump pump? ☐ Yes ☒ No ☐ Unknown
   (b) If "yes," has it ever run? ☐ Yes ☐ No ☐ Unknown Is it in working order? ☐ Yes ☐ No ☐ Unknown
   (c) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☒ Yes ☐ No
   (d) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☒ No
   Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:
   CONDENSATION ON WALLS IN HUMID WEATHER

5. **TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**
   (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? ☐ Yes ☒ No
   (b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? ☐ Yes ☒ No
   (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☒ No
   (d) Are you aware of any termite/pest control reports or treatments for the property? ☐ Yes ☒ No
   Explain any "yes" answers in this section, including the name of any service/treatment provider, if applicable:

6. **STRUCTURAL ITEMS**
   (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☒ No
   (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? ☐ Yes ☒ No
   (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☒ No
   (d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco?
   ☐ Yes ☒ No ☐ Unknown If yes, date installed, if known _____
   (e) Are there any defects (including stains) in flooring or floor coverings? ☐ Yes ☒ No ☐ Unknown
   (f) Are you aware of any fire, storm, water or ice damage to the property? ☐ Yes ☒ No ☐ Unknown
   Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:

7. **ADDITIONS/REMODELS** Have you made any additions, structural changes, or other alterations to the property? ☐ Yes ☒ No
   If "yes," describe: _____

8. **WATER SUPPLY**
   (a) What is the source of your drinking water? ☒ Public Water ☐ Well on Property
   ☐ Community Water ☐ None ☐ Other (explain): _____
   (b) When was your water last tested? NA Test results? _____
   If your drinking water source is not public, is the pumping system in working order? ☐ Yes ☐ No
   If "no," explain: _____
   (c) Do you have a softener, filter, or other treatment system? ☐ Yes ☒ No

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If you do not own the system, explain: _____

(d) Have you ever had a problem with your water supply? ☐ Yes ☒ No

(e) Has your well ever run dry? ☐ Yes ☐ No ☐ Not Applicable

(f) Is there a well on the property not used as the primary source of drinking water? ☐ Yes ☐ No

If yes, is the well capped? ☐ Yes ☐ No

(g) Is the water system shared? ☐ Yes ☐ No

(h) Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items? ☐ Yes ☒ No

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:

_____

9. **SEWAGE SYSTEM**

(a) What is the type of sewage system? ☒ Public Sewer ☐ Individual On-lot Sewage Disposal System ☐ Individual On-lot Sewage Disposal System in Proximity to Well ☐ Community Sewage Disposal System ☐ Ten-acre Permit Exemption ☐ Holding Tank ☐ None ☐ None Available/Permit Limitations in Effect ☐ Other type of sewage system (explain): _____

(b) If Individual On-lot sewage system, what type? ☐ Cesspool ☐ Drainfield ☐ Unknown ☐ Other (specify): _____

(c) Are there any septic tanks on the Property? ☐ Yes ☒ No ☐ Unknown

If "yes," what type of tank(s)? ☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown ☐ Other (specify): _____

(d) When was the on-site sewage disposal system last serviced? _____

(e) Are there any sewage pumps located on the property? ☐ Yes ☒ No

If yes, type(s) of pump(s) _____ Are pump(s) in working order? ☐ Yes ☐ No

Who is responsible for maintenance of sewage pumps? _____

(f) Is the sewage system shared? ☐ Yes ☒ No

(g) Are you aware of any past or present leaks, backups or other problems relating to the sewage system and related items? ☐ Yes ☒ No

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:

_____

10. **PLUMBING SYSTEM**

(a) Type of plumbing (check all that apply): ☒ Copper ☐ Galvanized ☐ Lead ☐ PVC ☐ Polybutylene pipe (PB) ☐ Mixed ☐ Unknown ☐ Other (explain): _____

(b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; etc.)? ☐ Yes ☒ No

If "yes," explain: _____

11. **DOMESTIC WATER HEATING**

(a) Type of water heating: ☒ Electric ☐ Natural Gas ☐ Fuel Oil ☐ Propane ☐ Solar ☐ Summer/Winter Hook-Up

Other (expain): _____

(b) Are you aware of any problems with any water heater or related equipment? ☐ Yes ☒ No

If "yes," explain: _____

12. **AIR CONDITIONING SYSTEM**

(a) Type of air conditioning: ☐ Central Electric ☐ Wall Units ☐ Window Units ☒ None

Other (explain): _____

Number of window units included in sale _____ Location(s) _____

(b) Age of Central Air Conditioning System: _____ Unknown Date last serviced, if known _____

(c) List any areas of the house that are not air conditioned: _____

_____

(d) Are you aware of any problems with any item in this section? ☐ Yes ☒ No

If "yes," explain: _____

13. **HEATING SYSTEM**

(a) Type(s) of heating fuel(s) (check all that apply): ☒ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Propane ☐ Coal ☒ Wood ☐ Other: _____

(b) Type(s) of heating system(s) (check all that apply): ☐ Forced Hot Air ☐ Hot Water ☐ Heat Pump ☐ Electric Baseboard ☐ Steam ☒ Wood Stove (How many? 1) ☐ Coal Stove (How many? ____) ☐ Other: RADIANT CEILING

(c) Age of Heating System: 36 YR ☐ Unknown Date last serviced, if known MAY 2003

(d) Are there any fireplaces? ☒ Yes ☐ No If "yes," how many? 1 Are they working? ☒ Yes ☐ No

(e) Are there any chimneys (from a fireplace, water heater or any other heating system)? ☒ Yes ☐ No

If "yes," how many? 1 When were they last cleaned? JUNE 2005 ☐ Unknown

Are they working? ☒ Yes ☐ No If "no," explain: _____

(f) List any areas of the house that are not heated: CRAWL SPACE, COLD ROOM

(g) Are you aware of any heating fuel tanks on the property? ☐ Yes ☒ No

Location(s), including underground tank(s): _____

If you do not own the tanks, explain: _____

Are you aware of any problems or repairs needed regarding any item in this section? ☐ Yes ☒ No

If "yes," explain: _____

_____

14. **ELECTRICAL SYSTEM**

(a) Type of Electrical System: ☐ Fuses ☒ Circuit Breakers How Many Amps? 200 ☐ Unknown

(b) Are you aware of any knob and tube wiring in the home? ☐ Yes ☐ No

Are you aware of any problems or repairs needed regarding any item in this section? ☐ Yes ☒ No

If "yes," explain: _____

_____

15. **OTHER EQUIPMENT AND APPLIANCES**

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This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

(a) ☒ Electric Garage Door Opener Number of Transmitters 2 Keyless Entry ☐

(b) ☒ Smoke Detectors How many? 2 Location(s) HALLWAYS LEVELS 3 + 4

(c) ☐ Security Alarm System ☐ Owned ☐ Leased (Lease Information _____)

(d) ☐ Lawn Sprinkler(s) How many? _____ Automatic Timer ☐

(e) ☐ Swimming Pool ☐ Hot Tub/Spa ☐ Pool/Spa Heater ☐ Pool/Spa Cover ☐ Whirlpool/Tub
☐ Pool/Spa Equipment and Accessories (list): _____

(f) ☒ Refrigerator(s) ☒ Range/Oven ☐ Microwave Oven ☒ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal
☐ Chest Freezer ☒ Washer ☒ Dryer ☐ Intercom

(g) ☐ Ceiling Fan(s) How many? _____ Location _____

(h) ☐ Awnings ☒ Attic Fan(s) ☐ Satellite Dish ☐ Storage Shed ☐ Deck(s) ☐ Electric Animal Fence

(j) ☐ Other: _____

Are you aware of any problems or repairs needed regarding any item in this section? ☐ Yes ☒ No

If "yes," explain: _____

16. **LAND (SOILS, DRAINAGE, FLOODING AND BOUNDARIES)**

(a) **Land/Soils**

1) Are you aware of any fill or expansive soil on the property? ☐ Yes ☒ No

2) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property? ☐ Yes ☒ No

3) Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☒ No

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

4) Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights? ☐ Yes ☒ No If "yes," check all that apply below:

☐ **Farmland and Forest Land Assessment Act** - 72 P.S. §5490.1 et seq. (Clean and Green Program)

☐ **Open Space Act** - 16 P.S. §11941 et seq.

☐ **Agricultural Area Security Law** - 3 P.S. §901 et seq. (Development Rights)

☐ Other _____

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. §951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

Explain any "yes" answers in this section: _____

(b) **Flooding/Drainage**

1) Is any part of this property located in a wetland area or a FEMA flood zone? ☐ Yes ☒ No ☐ Unknown

2) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☒ No

Explain any "yes" answers in this section, including dates and extent of flooding: _____

(c) **Boundaries**

1) Do you know of any encroachments, boundary line disputes, or easements affecting the property? ☒ Yes ☐ No

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

2) Do you access the property from a private road or lane? ☐ Yes ☒ No

3) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☒ No

Explain any "yes" answers in this section: _____

17. **HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

(a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)? ☐ Yes ☒ No

(b) Are you aware of any past or present hazardous substances present on the property (structure or soil) such as, but not limited to asbestos, or polychlorinated biphenyls (PCBs), etc.? ☐ Yes ☒ No

(c) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property? ☐ Yes ☒ No

(d) Are you aware of any tests for mold, fungi, or indoor air quality in the property? ☐ Yes ☒ No

(e) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property? ☒ Yes ☐ No

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Bow 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(f) Are you aware of any dumping on the property? ☐ Yes ☒ No

(g) Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or any adjacent property? ☐ Yes ☒ No

(h) Are you aware of any tests for radon gas that have been performed in any buildings on the property? ☒ Yes ☐ No
If "yes," list date, type, and results of all tests below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE
3/15/95		1.7 pCi/L	AIR CHECK

(i) Are you aware of any radon removal system on the property? ☐ Yes ☒ No
If "yes," list date installed and type of system, and whether it is in working order below:

DATE INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER
			☐ Yes ☐ No
			☐ Yes ☐ No

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(j) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? ☐ Yes ☒ No
If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

(k) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property? ☐ Yes ☒ No
If "yes," list all available reports and records: _____

(l) Are you aware of testing on the property for any hazardous substances or environmental concerns? ☐ Yes ☒ No

(m) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property? ☐ Yes ☒ No

Explain any "yes" answers in this section: _____

18. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable)

Type: ☐ Condominium ☐ Cooperative ☐ Homeowner Association or Planned Community

Other: _____

Notice Regarding Condominiums, Cooperatives, and Planned Communities: *A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

19. MISCELLANEOUS

(a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property? ☐ Yes ☒ No

(b) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☑ No

(c) Are you aware of any violations of federal, state, or local laws or regulations relating to this property? ☐ Yes ☒ No

(d) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ☐ Yes ☒ No

(e) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan), overdue payment on a support obligation, or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No

(f) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? ☐ Yes ☑ No

(g) Are you aware of any insurance claims filed relating to the property? ☐ Yes ☒ No

(h) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? ☐ Yes ☒ No

A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Explain any "yes" answers in this section: _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

WITNESS Jean J. Schaw SELLER Hugh M. Quigley DATE 3/25/06

WITNESS Jean J. Schaw SELLER Elizabeth H. Quigley DATE 3/25/06

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

_____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

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WITNESS _____ BUYER _____ DATE _____

WITNESS _____ BUYER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant,
5. Transfers between spouses that result from divorce, legal separation, or property settlement,
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
    a. The buyer has received a one-year warranty covering the construction:
    b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code: and
    c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

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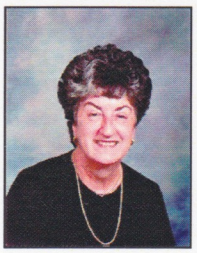
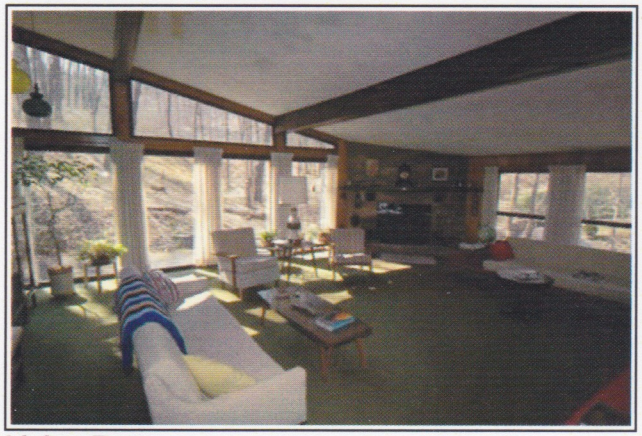
RE/MAX of Reading
Jean A Schwenger, GRI, CRS
Business: 610-670-2770 ext 3048
Business Fax: 610 678-6737
Website: http://www.jeanschwenger.com
E-mail: JSchwenger@GoBerksCounty.com



Reading, PA 19607

Price: $249,900
MLS#: 4699766
http://www.jeanschwenger.com/4699766

Spacious Contemporary nestled on 1+ acres in Governor Mifflin School District. Custom designed - one if a kind. Convenient to PA Turnpike, King of Prussia, Valley Forge!



Living Room
Vaulted ceiling & large windows highlight this sun filled room.

Dining Room
Large enough for elegant entertaining, welcoming for family get togethers.

Living Room Fireplace
Brick wall sets off wood burning heatolator fireplace. Wood stove remains.

Master Bedroom
Plenty of windows to let you enjoy nature's beauty.

Rear Of Property
Privacy abounds in this fine property in convenient location.

Listing information courtesy of: RE/MAX OF READING

The data relating to real estate for sale on this website appears in part through the TReND Broker Reciprocity℠ program, a voluntary cooperative exchange of property listing data between licensed real estate brokerage firms in which RE/MAX of Reading participates, and is provided by TReND through a licensing agreement. The information provided by this website is for the personal, non-commercial use of consumers and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Data last updated: 4/4/2006. Some properties which appear for sale on this website may no longer be available because they are under contract, have sold or are no longer being offered for sale.
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www.remax.com

TReND

1 Total Properties

Courtesy Of : Peg Andrews (610) 670-2770
RE/MAX Of Reading (610) 670-2770

290 Mountain View Rd, Reading, PA — RES ACT — $249,900

MLS #	4699766m	**DOM**	11	**Sub/Nei**	None Available	**Ownership**	FeeSimple	**Bed Bath**	5 2 / 0
MLS Area	Cumru Twp			**SchDist**	Governor Mifflin	**Type**	Single/Detac	**Apprx Age**	36
County	Berks County			**- High**		**Design**	Split/MultiL	**Int SqFt**	2,886/ A
Zip Code	19607			**- Mid**		**Style**	Contemporary	**Unit Floor #**	**C/A** N
Tax ID #	39-5305-07-68-3792			**- Elem**				**Map**	7497C2

Room Dimensions

LR/GR	26 X 21 M	**Main BR**	18 X 14 U	**Br**	16 X 12 L
Dining	15 X 16 M	**2nd BR**	11 X 13 U		
Kitchen	11 X 13 M	**3rd BR**	11 X 13 U		
Family		**4th BR**	11 X 13 U		

Inclusions Wood Stove In Living/Great Room, 2 Refrigerators
Exclusions

Other Info.

Total Rms	8		
Bath Full	M	1 U	1 L
Bath Part	M	U	L
Model			
Builder			

Tax Information

RE Taxes/Yr	$4,836 / 2006
Assessment	167700

Association Info

Condo/HOA	N / N
Asso Fee/Freq	

Lot Information

Acr/SqFt	1.03 / 44,867	**Land Use**	105B	**Zoning**	res
Lot Dim	irreg	**Water Front**	N		

Features

Utilities: ElectricHeat, RadiantHeat, ElectricHtWt, NoA/C, PublicWater, PublicSewer, 200-300AmpEl
Parking: 2-CarGarage, Att/BuiltInG, DrivewayPrk **Exterior:** Alu/SteelExt, BrickExt, SlopingLot, WoodedLot, Patio, NoPool
Bsmt: FullBasement, UnfinishBsmt **Interior:** AccessPanel, OneFirePl, BrickFirePl, LR/GRFireP, W/WCarpeting, Cathedral/Va, Attic/HseFan, CableTVWired, WoodStove, ExposedBeams, StallShower, Foyer/VestEn, NoModifs/Unk, BsmtLaundry **Kit:** KitW/NookBar, ElecCooking, KitDoubleSin, BuiltInDishW
Assn Inc: Poss: 90+Days **Finance:** ConventnalFi **Cond:** Average+ **Show:** CallToShow, ComboLockBox

Remarks

Spacious Contemporary nestled on 1+ acres in Governor Mifflin School District. Custom designed - one if a kind. Convenient to PA Turnpike, King of Prussia, Valley Forge!

Directions: Rt 724 S, left on Mt. View Rd, (at California Bar & Grill).

© Copyright, TReND 2006 - All information, regardless of source, including square footages and lot sizes, is deemed reliable but is not guaranteed and should be verified by personal inspection by and/or with the appropriate professional(s). Printed: Tue Apr 4 14:47:58 EDT 2006

290 SALE — BANK

M&T Bank
P.O. BOX 62146 BALTIMORE MD 21264-2146

STATEMENT PERIOD	ACCOUNT NUMBER
07/16/06 01/13/07	000000002054643

Home Equity Line of Credit Account Summary

Billing Date	01/13/07
Current Due Date	02/02/07
Days in Billing Period	182
Amount Billed This Statement	$ 0.00
Over Credit Limit Amount	$ 0.00
Past Due Amount	$ 0.00
Total Payment Due	$ 0.00
Credit Limit	$ 150,000.00
Available Credit	$ 0.00
Finance Charge YTD	$ 0.00
ANNUAL PERCENTAGE RATE	**6.7400%**
Interest Paid for Year Ending 12/31/06	**$ 469.61**

46180

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

HOME EQUITY LINE OF CREDIT FINANCE CHARGE AND BALANCE SUMMARY

	RATE 1 BASE	TOTAL
Previous Balance (07/15/06)	$ 0.00	$ 0.00
+ Advances & Debits	$ 0.00	$ 0.00
- Payments & Credits	$ 0.00	$ 0.00
+ **FINANCE CHARGE**	$ 0.00	$ 0.00
+ Life Insurance Charge	$ 0.00	$ 0.00
+ Late Charges	$ 0.00	$ 0.00
+ Other Charges	$ 0.00	$ 0.00
New Balance	$ 0.00	$ 0.00
Daily Periodic Rate	0.0184657%	
Corresponding ANNUAL PERCENTAGE RATE	6.7400%(**)	
Average Daily Balance	$ 0.00	
FINANCE CHARGE Due to Application of Periodic Rate	$ 0.00	

Please See Reverse Side for Explanation of Footnotes

HESTM1

M&T Bank

PAYMENT DUE BY: 02/02/07
TOTAL AMOUNT DUE: **$ 0.00**

STATEMENT PERIOD
07/16/06 01/13/07

ACCOUNT NUMBER
000000002054643

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

TOTAL AMOUNT ENCLOSED IS $_____

Please make checks payable to:

M&T BANK
P.O. BOX 62146
BALTIMORE, MD 21264-2146

Please return this stub with your payment. Thank you.

⑆572220531⑆ 0000000 2054643⑈

L12A (6/00)

Average Daily Balance. If you have a home equity Line of Credit account, the "average daily balance" of your account (including current transactions) can be used to figure the finance charge. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, unpaid finance charges, other charges, and credit insurance premiums. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If the periodic rate shown on the front of this statement is expressed as a daily periodic rate, the finance charge can be determined by multiplying the average daily balance by the number of days in the billing cycle, and applying the daily periodic rate to that amount. If a monthly periodic rate is shown, the finance charge can be determined by multiplying the average daily balance by the monthly periodic rate.

If you have an M&T CHOICEquity Line of Credit account or if one or more Tiers are in effect, the "average daily balance" (including current transactions) for each part of your account can be used to figure the finance charge due to the application of the periodic rate for that part of the account. The average daily balance for each part of the account is determined in the same way that it is for the home equity Line of Credit accounts. If the periodic rate shown on the front is a daily periodic rate, the average daily balance for each part of the account can then be multiplied by the number of days in the billing cycle, and the daily periodic rate for each part of the account applied to that amount to determine the finance charge due to the application of the periodic rate for that part. If the periodic rate is expressed as a monthly periodic rate, the average daily balance for each part of the account can be multiplied by the monthly periodic rate for that part to determine the finance charge due to the application of the periodic rate for that part. In either case (using a daily periodic rate or a monthly periodic rate), once the finance charges for each part of the account are determined in this fashion, then they can be added together to determine the finance charge due to the application of the periodic rate for the entire account.

The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.

A minus sign (-) indicates a credit or credit balance.

M&T Bank retains a security interest in your real property.

Footnotes: (as applicable)
(**) This periodic rate and APR may vary.

M&T Bank
P.O. BOX 62146 BALTIMORE MD 21264-2146

STATEMENT PERIOD	ACCOUNT NUMBER
05/16/06 06/15/06	000000002054643

37760

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

Home Equity Line of Credit Account Summary

Billing Date	06/15/06
Current Due Date	07/05/06
Days in Billing Period	31
Amount Billed This Statement	$ 261.57
Over Credit Limit Amount	$ 0.00
Past Due Amount	$ 0.00
Total Payment Due	$ 261.57
Credit Limit	$ 150,000.00
Available Credit	$ 59,738.43
Finance Charge YTD	$ 0.00
ANNUAL PERCENTAGE RATE	**6.3596%**

HOME EQUITY LINE OF CREDIT FINANCE CHARGE AND BALANCE SUMMARY

	RATE 1 BASE	TOTAL
Previous Balance (05/15/06)	$ 0.00	$ 0.00
+ Advances & Debits	$ 90,000.00	$ 90,000.00
- Payments & Credits	$ 0.00	$ 0.00
+ **FINANCE CHARGE**	$ 261.57	$ 261.57
+ Life Insurance Charge	$ 0.00	$ 0.00
+ Late Charges	$ 0.00	$ 0.00
+ Other Charges	$ 0.00	$ 0.00
New Balance	$ 90,261.57	$ 90,261.57
Daily Periodic Rate	0.0170958%	
Corresponding ANNUAL PERCENTAGE RATE	6.2400%(**)	
Average Daily Balance	$ 49,354.83	
FINANCE CHARGE Due to Application of Periodic Rate	$ 261.57	

Please See Reverse Side for Explanation of Footnotes

HESTM1

M&T Bank

PAYMENT DUE BY: 07/05/06
TOTAL AMOUNT DUE: **$ 261.57**

STATEMENT PERIOD
05/16/06 06/15/06

ACCOUNT NUMBER
000000002054643

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

TOTAL AMOUNT ENCLOSED IS $_____

Please make checks payable to:

M&T BANK
P.O. BOX 62146
BALTIMORE, MD 21264-2146

Please return this stub with your payment. Thank you.

⑆572220531⑆ 0000000 2054643⑈

L12A (6/00)

Average Daily Balance. If you have a home equity Line of Credit account, the "average daily balance" of your account (including current transactions) can be used to figure the finance charge. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, unpaid finance charges, other charges, and credit insurance premiums. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If the periodic rate shown on the front of this statement is expressed as a daily periodic rate, the finance charge can be determined by multiplying the average daily balance by the number of days in the billing cycle, and applying the daily periodic rate to that amount. If a monthly periodic rate is shown, the finance charge can be determined by multiplying the average daily balance by the monthly periodic rate.

If you have an M&T CHOICEquity Line of Credit account or if one or more Tiers are in effect, the "average daily balance" (including current transactions) for each part of your account can be used to figure the finance charge due to the application of the periodic rate for that part of the account. The average daily balance for each part of the account is determined in the same way that it is for the home equity Line of Credit accounts. If the periodic rate shown on the front is a daily periodic rate, the average daily balance for each part of the account can then be multiplied by the number of days in the billing cycle, and the daily periodic rate for each part of the account applied to that amount to determine the finance charge due to the application of the periodic rate for that part. If the periodic rate is expressed as a monthly periodic rate, the average daily balance for each part of the account can be multiplied by the monthly periodic rate for that part to determine the finance charge due to the application of the periodic rate for that part. In either case (using a daily periodic rate or a monthly periodic rate), once the finance charges for each part of the account are determined in this fashion, then they can be added together to determine the finance charge due to the application of the periodic rate for the entire account.

The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.

A minus sign (-) indicates a credit or credit balance.

M&T Bank retains a security interest in your real property.

Footnotes: (as applicable)
(**) This periodic rate and APR may vary.

Primary Account Holder Name:
Hugh M Quigley

Account Number: 000000002054643

Statement Period: 05/16/06 06/15/06

ACCOUNT ACTIVITY

DATE	DESCRIPTION	ADVANCES/ DEBITS	PAYMENTS/ CREDITS	DAILY BALANCE
05/30	LOC Advance Check 101	$ 90,000.00		$ 90,000.00
06/15	**FINANCE CHARGE** Interest Assessed Due To Periodic Rate	$ 261.57		$ 90,261.57

Running Low On Your CHOICEquity Checks? We Would Be Happy To Place An Order For You. Please Call US At 1-800-724-6444. One of Our Representatives Will Be Happy To Assist You.

The Following Choice Loan Rates Are In Effect Until Your Next Cycle Date:
Loan Term 12 Mos. To 36 Mos. = 6.75% Apr
Loan Term 37 Mos. To 72 Mos. = 7.00% Apr
Loan Term 73 Mos. To 180 Mos. = 7.95% Apr

Loan rates available for the cycle shown in this statement were:
(**) **Loan Term 12 mos to 36 mos = 6.49% Corresponding APR; 0.0178% Daily Periodic Rate**
(**) **Loan Term 37 mos to 72 mos = 6.75% Corresponding APR; 0.0185% Daily Periodic Rate**
(**) **Loan Term 73 mos to 180 mos = 7.50% Corresponding APR; 0.0205% Daily Periodic Rate**

See Reverse Side of Page 1 for Explanation of Footnotes

Primary Account Holder Name:
Hugh M Quigley

Account Number: 000000002054643

Statement Period: 05/16/06 06/15/06

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR ACCOUNT, PLEASE CALL HOME EQUITY CUSTOMER SERVICE AT 1-800-724-6444.

Any payment we receive for application to amounts owing under the account need not be posted to the account or considered to have been made until the fifth day after we receive it unless it is (1) made in United States funds, in cash delivered in person or by a check or money order payable to our order, (2) accompanied by a payment stub for the account and (3) received by us at our address indicated on the payment stub by 1:00 P.M. on any day Monday through Friday that is not a legal holiday.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at M&T BANK, P.O. BOX 767, BUFFALO, NY 14240, Attention: HOME EQUITY SERVICING DEPARTMENT, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

* Your name and account number.
* The dollar amount of the suspected error.
* Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount in question.

M&T Bank
P.O. BOX 62146 BALTIMORE MD 21264-2146

STATEMENT PERIOD	ACCOUNT NUMBER
06/16/06 07/15/06	000000002054643

38210

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

Home Equity Line of Credit Account Summary

Billing Date	07/15/06
Current Due Date	08/04/06
Days in Billing Period	30
Amount Billed This Statement	$ 0.00
Over Credit Limit Amount	$ 0.00
Past Due Amount	$ 0.00
Total Payment Due	$ 0.00
Credit Limit	$ 150,000.00
Available Credit	$ 0.00
Finance Charge YTD	$ 469.61
ANNUAL PERCENTAGE RATE	**6.4011%**

HOME EQUITY LINE OF CREDIT FINANCE CHARGE AND BALANCE SUMMARY

	RATE 1 BASE	TOTAL
Previous Balance (06/15/06)	$ 90,261.57	$ 90,261.57
+ Advances & Debits	$ 0.00	$ 0.00
- Payments & Credits	$ 90,469.61	$ 90,469.61
+ **FINANCE CHARGE**	$ 208.04	$ 208.04
+ Life Insurance Charge	$ 0.00	$ 0.00
+ Late Charges	$ 0.00	$ 0.00
+ Other Charges	$ 0.00	$ 0.00
New Balance	$ 0.00	$ 0.00
Daily Periodic Rate	0.0177808%	
Corresponding ANNUAL PERCENTAGE RATE	6.4900%(**)	
Average Daily Balance	$ 39,000.00	
FINANCE CHARGE Due to Application of Periodic Rate	$ 208.04	

Please See Reverse Side for Explanation of Footnotes

HESTM1

M&T Bank

PAYMENT DUE BY: 08/04/06
TOTAL AMOUNT DUE: **$ 0.00**

STATEMENT PERIOD
06/16/06 07/15/06

ACCOUNT NUMBER
000000002054643

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 19607

TOTAL AMOUNT ENCLOSED IS $_____

Please make checks payable to:

M&T BANK
P.O. BOX 62146
BALTIMORE, MD 21264-2146

Please return this stub with your payment. Thank you.

⑆572220531⑆0000002054643⑈

L12A (6/00)

Average Daily Balance. If you have a home equity Line of Credit account, the "average daily balance" of your account (including current transactions) can be used to figure the finance charge. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, unpaid finance charges, other charges, and credit insurance premiums. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If the periodic rate shown on the front of this statement is expressed as a daily periodic rate, the finance charge can be determined by multiplying the average daily balance by the number of days in the billing cycle, and applying the daily periodic rate to that amount. If a monthly periodic rate is shown, the finance charge can be determined by multiplying the average daily balance by the monthly periodic rate.

If you have an M&T CHOICEquity Line of Credit account or if one or more Tiers are in effect, the "average daily balance" (including current transactions) for each part of your account can be used to figure the finance charge due to the application of the periodic rate for that part of the account. The average daily balance for each part of the account is determined in the same way that it is for the home equity Line of Credit accounts. If the periodic rate shown on the front is a daily periodic rate, the average daily balance for each part of the account can then be multiplied by the number of days in the billing cycle, and the daily periodic rate for each part of the account applied to that amount to determine the finance charge due to the application of the periodic rate for that part. If the periodic rate is expressed as a monthly periodic rate, the average daily balance for each part of the account can be multiplied by the monthly periodic rate for that part to determine the finance charge due to the application of the periodic rate for that part. In either case (using a daily periodic rate or a monthly periodic rate), once the finance charges for each part of the account are determined in this fashion, then they can be added together to determine the finance charge due to the application of the periodic rate for the entire account.

The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.

A minus sign (-) indicates a credit or credit balance.

M&T Bank retains a security interest in your real property.

Footnotes: (as applicable)
(**) This periodic rate and APR may vary.

Primary Account Holder Name:
Hugh M Quigley

Account Number:
000000002054643

Statement Period:
06/16/06 07/15/06

ACCOUNT ACTIVITY

DATE	DESCRIPTION	ADVANCES/ DEBITS	PAYMENTS/ CREDITS	DAILY BALANCE
06/29	LOC Payment		$ 90,000.00	$ 261.57
07/05	**FINANCE CHARGE** Interest Assessed Due To Periodic Rate	$ 208.04		
07/05	Close LOC Account		$ 469.61	$ 0.00

See Reverse Side of Page 1 for Explanation of Footnotes

Primary Account Holder Name:
Hugh M Quigley

Account Number: 000000002054643

Statement Period: 06/16/06 07/15/06

IF YOU HAVE ANY QUESTIONS CONCERNING YOUR ACCOUNT, PLEASE CALL HOME EQUITY CUSTOMER SERVICE AT 1-800-724-6444.

Any payment we receive for application to amounts owing under the account need not be posted to the account or considered to have been made until the fifth day after we receive it unless it is (1) made in United States funds, in cash delivered in person or by a check or money order payable to our order, (2) accompanied by a payment stub for the account and (3) received by us at our address indicated on the payment stub by 1:00 P.M. on any day Monday through Friday that is not a legal holiday.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at M&T BANK, P.O. BOX 767, BUFFALO, NY 14240, Attention: HOME EQUITY SERVICING DEPARTMENT, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

* Your name and account number.
* The dollar amount of the suspected error.
* Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount in question.

Home Equity Department
1 (800) 724 - 7555

M&T Bank

March 20, 2006

Hugh M Quigley
Elizabeth H Quigley
290 Mountain View Rd
Reading, PA 19607

Reference #: 20060721009390

Dear Hugh M Quigley, Elizabeth H Quigley:

We are pleased to inform you that your application for a Home Equity Line of Credit Account in connection with the real estate located at 290 Mountain View Road, Reading, Berks, PA 19607, has been approved in the amount of $150,000.00. We are also pleased to offer you our current promotional rate of The Wall Street Journal Prime rate -1.51% for the first 6 billing cycles. Thereafter, your fully adjusted rate will be The Wall Street Journal Prime rate -0.25%. Although your rate may vary monthly, it will never exceed 15.90%.

Please note that Our offer will expire May 19, 2006, and that the approval is subject to the following conditions:*

AT CLOSING:
In accordance with Pennsylvania lending laws, marital spouses must attend the closing to sign any mortgage-related documents. Please provide the name of the spouse, if applicable, prior to scheduling the closing.

Please note that you must bring the following items to your closing:

- A Property Insurance Policy or Binder showing coverage in the amount of at least $150,000.00. The mortgage clause of this policy should reflect, in proper sequence, any current mortgages made to M&T Bank or other creditors, and must add the Home Equity Department as First mortgagee for this Home Equity (this may involve listing M&T Bank more than once). The mortgagee clause should list: **MANUFACTURERS AND TRADERS TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, ATTN: INSURANCE DEPARTMENT, P.O. BOX 1570, MILLSBORO, DE 19966**.

(See Reverse Side)

- Proof of identification, such as valid Drivers License or Passport.

* If a condition of the approval noted is that an existing account(s) must be paid, we will prepare payoff check(s) to be mailed out approximately two weeks after the closing, unless you specify that you will pay the account(s) in full with your funds. (Under federal law, we must provide a rescission period of three business days and allow additional days for mailing of rescission notices. *Therefore, your account will not be funded until approximately two weeks after the closing*). You will be responsible for providing, at the time of your closing, closeout amounts calculated as of two weeks beyond the closing date. Monthly statements and payment envelopes for accounts to be paid must be brought to closing. However, if you wish to pay the accounts in full with your funds, you must provide paid-in full receipts pertaining to the account(s) at your closing. If an account must be paid and cancelled, you must *sign* a cancellation letter at the closing.

- Enclosed is your copy of the Schedule A, which is the legal description of the secured property for your Home Equity Line and will be referenced in your mortgage or Deed of Trust.

To schedule your loan closing, or if you have any questions regarding the closing process please call Melissa Tran at (716) 848-4488 (or if outside of Buffalo, 1-800-724-7555) between 8 A.M. - 4 P.M. Monday through Friday. Thank you for banking with M&T.

Sincerely,

Melissa Tran
Home Equity Closing Specialist

Please Note: If we discover that you have made any false or misleading statements in your application to us for the loan or we discover anything that we feel may adversely affect the value of the property, our lien on the property, your creditworthiness, or your ability to repay the loan, we can, in our sole discretion and without notifying you, cancel our offer to make the loan. Our offer to make the loan will automatically expire if the loan is not closed on or before the expiration date or on or before any later date to which we extend the offer in writing signed by us. We can, in our sole discretion, approve or deny any request for an extension of our offer to make the loan.

M&T Bank, N.A.

March 13, 2006

3

HUGH M QUIGLEY
ELIZABETH H QUIGLEY
290 MOUNTAIN VIEW RD
READING PA 196079510

Loan Application Number: 20060721009390

Please note, this is not a declination letter, you will be hearing from us shortly in regards to the status of your application.

The Federal Reserve Board has adopted the Fair and Accurate Credit Transactions Act (FACTA) of 2003, which substantially amends the Fair Credit Reporting Act. As a result, all financial institutions are now required to supply certain credit bureau information to customers relative to their home secured credit applications. Please direct all questions regarding this information to the referenced consumer reporting agency.

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, M&T, N.A. must disclose to you the score that a consumer reporting agency distributed to users and we used in connection with your home loan, and the key factors affecting your credit score.

The credit score and factors reported were obtained for HUGH M QUIGLEY from the following credit reporting agency:

Trans Union
P.O. Box 1000
Chester, PA 19064
1-800-916-8800
www.transunion.com

The below credit score and factors were obtained for HUGH M QUIGLEY

Credit Score: 793
Date Created: 03/13/2006
Factors: EXCESSIVE AMOUNT OWED ON ACCOUNTS
PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH

The credit score and factors reported were obtained for ELIZABETH H QUIGLEY from the following credit reporting agency:

Trans Union
P.O. Box 1000
Chester, PA 19064
1-800-916-8800
www.transunion.com

(Over Please - Continued on reverse side)

The below credit score and factors were obtained for ELIZABETH H QUIGLEY

Credit Score: 793
Date Created: 03/13/2006
Factors: EXCESSIVE AMOUNT OWED ON ACCOUNTS
PROPORTION OF REVOLVING BALANCES TO REVOLVING CREDIT LIMITS IS TOO HIGH

The credit score is a computer-generated summary calculated at the time of the request and based on information a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have any questions concerning the terms of the loan, please contact M&T's Consumer Credit Processing Department at 1-800-363-3168. Thank you.

Sincerely,

Dennis Johnson
Credit Officer

'Schedule A'

NAME(S): HUGH M QUIGLEY AND ELIZABETH H QUIGLEY

LONG LEGAL: ALL THAT CERTAIN PARCEL OR TRACT OF LAND SITUATE IN THE TOWNSHIP OF CUMRU, COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA AND BEING THE SAME REAL PROPERTY CONVEYED TO HUGH M QUIGLEY AND ELIZABETH H QUIGLEY BY DEED ON 06/27/1969 AS BOOK 1550 PAGE 365 AMONG THE OFFICIAL RECORDS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA. SAID DEED REFERENCE MADE HEREIN FOR A MORE FULL DESCRIPTION.

TAX MAP#: 39-5305-07-68-3792

M&T Bank

ADDITIONAL CUSTOMER COPIES

March 20, 2006

Hugh M Quigley
Elizabeth H Quigley
290 Mountain View Rd
Reading, PA 19607

Dear Customer:

Thank you for choosing Manufacturers & Traders Trust Company for your Home Equity account. We look forward to servicing you and your account with Manufacturers & Traders Trust Company high quality customer service.

The following outlines valuable information regarding your account:

1. Payoff Checks - Please note that the payoff checks prepared by Home Equity Closing may take up to two weeks to be credited to your account. This time frame is due to a variety of factors which include a federally required loan rescission period, the mortgage filing, processing of payments by the creditors, etc. M&T has no control over when payments to other banks or creditors are posted to accounts. We will try our best to send an accurate payoff check that will close your account. You will be responsible for any additional interest assessed on your account being paid off that is assessed as a result of the time lag described in this notice.

2. Personalized Checks -In approximately ten days, you will be receiving personalized checks reflecting your account number with a check register for record keeping purposes.

3. Monthly Billing Statement - As stated in your Agreement, you will be billed by us on a monthly basis if you have any outstanding balance owing or transaction activity has occurred. If there are no advances made, no balance owing or no transaction activity, a statement will not be produced. A brochure entitled "How to read your Home Equity Line Of Credit Statement" is enclosed outlining the statement format and components.

4. Homeowners and Flood Insurance - As stated in your Agreement, you must maintain property insurance and, when applicable, flood insurance against loss from fire or other risks on the subject property. It will be necessary for you to forward to us a copy of your homeowners policy and\or binder and, if applicable, proof of flood insurance each time the policy is renewed. Please send all copies to :
Property Insurance: Manufacturers and Traders Trust Company, Its Successors and/or Assigns, Attn: Insurance Department, P.O. Box 1570, Millsboro, DE 19966.
Flood Insurance, if applicable: Manufacturers and Traders Trust Company, Its Successors and/or Assigns, P.O. Box 1319, Buffalo, NY 14240.

5. Customer Service - If you have any questions regarding your home equity account, please contact our customer service department at 1-(800)-724-2440 or (716)-626-1900.

Once again, thank you for banking with M&T.

Sincerely,

David V. Messana
Assistant Vice President

File Ref. # 20060721009390
SB004 (07/05)

M&T Bank

ADDITIONAL
CUSTOMER COPIES

March 20, 2006

Hugh M Quigley
Elizabeth B Quigley
290 Mountain View Rd
Reading, PA 19607

Dear Customer:

Thank you for choosing Manufacturers & Traders Trust Company for your Home Equity account. We look forward to servicing you and your account with Manufacturers & Traders Trust Company high quality customer service.

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4. Homeowners and Flood Insurance - As stated in your Agreement, you must maintain property insurance and, when applicable, flood insurance against loss from fire or other risks on the subject property. It will be necessary for you to forward to us a copy of your homeowners policy and/or binder and, if applicable, proof of flood insurance each time the policy is renewed. Please send all copies to :
Property Insurance Manufacturers and Traders Trust Company, Its Successors and/or Assigns, Attn: Insurance Department,
P.O. Box 1570, Millsboro, DE 19966.
Flood Insurance, if applicable: Manufacturers and Traders Trust Company, Its Successors and/or Assigns, P.O. Box 1519,
Buffalo, NY 14240.

5. Customer Service - If you have any questions regarding your home equity account, please contact our customer service department at 1-(800)-724-2440 or (716)-626-1700.

Once again, thank you for banking with M&T.

Sincerely,

David V. Messana
Assistant Vice President

File Ref. # 20060321000290
35004 (02/06)

M&T Bank Corporation's Consumer Information Policy

Protecting Your Privacy

Overview

At M&T, we are committed to safeguarding your financial information and maintaining your privacy. That has always been a priority for us. So we have policies and procedures in place to ensure that your financial information is protected and used responsibly.

Those policies and procedures are detailed here in our "privacy policy." Please take a few moments to review it, then simply keep it for your records.

Please note: We are required by federal law to send you a copy of our Privacy Policy each year. If you have already provided us with your information sharing preferences (by "opting out"), you do not have to do so again.

In this privacy policy, we describe:

- the kind of financial information we gather and how we use it
- how information is shared within the M&T Bank Corporation family of companies and with companies outside the M&T family
- how we protect your financial information
- what you can do to protect yourself from being a victim of fraud or identity theft
- how to opt-out of information sharing within the M&T family of companies and with companies outside of M&T

The policies and procedures detailed here apply to information associated with your personal accounts. Of course, we also treat business account information with great care, because we respect the privacy of all our customers.

Information: The Key to Meeting Your Needs

M&T Bank Corporation is a family of companies that share a common goal - to meet your financial needs. At the heart of this commitment is information. Information enables us to provide you with responsive, personalized service, and allows us to offer you products and services that can help you achieve your goals.

Your information comes to us from a variety of sources:

- You provide much of it when you request information, fill out account opening and other forms, or apply for a loan - in person, over the phone or on our website. Information obtained at that time typically includes your Social Security number, employment history and income, among other things.
- Use of your M&T accounts generates information that we maintain, including account balances, payment history and transaction activity with M&T and others.
- Consumer reporting agencies provide information about your credit history - for example, when you apply for a loan or mortgage.
- Public sources of information, such as government records, may also be used. For example, we utilize public land records when you apply for a home equity loan.

Here's how we put information to use for you:

- **To provide you with the highest quality service.** Information allows us to respond quickly to your needs and to maintain accurate, up-to-date account records.
- **To protect you.** We use information to confirm your identity when you contact us, and to safeguard against unauthorized access to your accounts.
- **To make your banking more convenient.** Information makes it possible for you to do virtually all your banking when and where you want - at M&T ATMs and through our telephone and web banking services.
- **To make you aware of services that may be of value to you.** We use information to identify the most effective solutions to your financial needs.

We work hard to maintain complete and accurate information about you and your accounts. If you ever believe that our records contain inaccurate or incomplete information about you, please let us know immediately, so we can correct any inaccuracies.

Now that you know about the kind of personal and financial information M&T gathers and how we generally use it, we'd like to let you know more about who's involved in the process of meeting your needs as an M&T customer.

The M&T Bank Corporation Family

M&T Bank Corporation is made up of a number of companies, also known as affiliates. The M&T family of companies includes, among others:

- M&T Bank*
- M&T Bank, N.A.
- M&T Mortgage Corporation
- M&T Securities, Inc.
- M&T Credit Corporation
- Highland Lease Corporation

All the companies in the M&T family work together to provide you with the highest quality service and effective solutions to your financial needs. To do so, we may share some information we obtained about you (as previously described) within the M&T family. This gives us the ability to offer you the widest range of financial products and services, and it allows us to make access to them more convenient for you. For instance, you can access your M&T Bank deposit and loan accounts, and your M&T Mortgage account through a single source - M&T Web Banking. And if you have an account with one of our companies and want to open an account with another, the two M&T companies may share information, saving you time in opening your new account.

**M&T Bank is the commonly used name for Manufacturers and Traders Trust Company.*

Companies Outside the M&T Family

If we believe an outside company can help us meet your needs, we may hire it to perform specialized functions for us, such as printing checks or producing ATM and debit cards. We may also engage outside companies to assist us with activities such as data processing and collections, or in otherwise managing our business. Also, we may partner with other financial institutions to offer, endorse or sponsor financial products or services jointly, as we do with the M&T Bank VISA® card (for which we partner with MBNA - one of the nation's largest credit card issuers). Other examples include our relationships with mortgage brokers and insurance agents. And sometimes we select companies to provide you with products and services we don't offer ourselves - products and services we believe are of value, such as credit insurance. In all the situations referenced here, we share the information we obtain about you (as described previously) only to the extent necessary to allow these companies to perform services for us, or to provide you with products or services.

We are extremely selective when choosing outside companies to become our partners. We realize that it's our relationship with you that's on the line - not theirs. So we require them to conform to our own strict confidentiality and privacy standards. An outside company is never allowed to sell your information, or to use it for any purpose other than providing the specific product or service we intended the company to provide.

In addition to sharing information with the outside companies we choose to work with, we may also share information with reputable consumer reporting agencies such as Experian, Trans Union or Equifax. And we may be obligated by law to disclose information under court orders or subpoenas or, in some cases, to other governmental agencies (such as the IRS for interest reporting).

How We Protect Your Information

At M&T, we understand how important it is to protect your personal and financial information. That's why we have in place physical, electronic and procedural safeguards that meet federal standards.

Within M&T, we educate our employees about the importance of confidentiality and privacy, and we train them in related policies and procedures. We also take appropriate disciplinary measures whenever necessary to enforce these rules.

Due to the unique nature of Internet transactions, M&T has additional safeguards and procedures in place to protect your personal and financial information on the Internet. For more details, visit our website at www.mandtbank.com.

Steps You Should Take to Protect Yourself

Because we value your trust, we have implemented the policies and procedures described here to safeguard your accounts and your personal and financial information. But there are also a few simple steps that you can take to protect yourself:

- Never disclose personal information, such as your Social Security number, credit card number, bank account number or personal identification number to anyone who should not have access to your accounts.
- Report lost or stolen checks or bank cards immediately.
- Memorize your personal identification number – don't carry it in your wallet.
- Review monthly financial statements promptly and report any discrepancies.
- Retain all receipts from ATM, debit and credit card transactions. When you're ready to dispose of them, make sure your account number is not readable.
- Be sure to sign new bank cards immediately.
- Report unusual telephone inquiries or other suspicious activity to your telephone company or local law enforcement authorities.
- If you believe you have been a victim of fraud related to your M&T accounts, notify us immediately, so that we can take action to help you. You should also report the crime to your local law enforcement agency and to the Federal Trade Commission (FTC). You can reach the FTC at 1-877-438-4338 or at www.consumer.gov/idtheft.

You Have Choices

At M&T, we believe that one of the ways we can meet your needs is by making you aware of products and services we offer, endorse or sponsor that may help you achieve your financial goals. So we do our best to let you know about them. If we can't do so in person, we (or our product and service partners) may send you a letter or an e-mail, or perhaps even call you from time to time. You may have a preference about how we contact you about special offers and information that may be beneficial to you. If so, just let us know at any time, and we will honor your request.

Of course, we know that you probably also receive mail and phone calls from other companies, many of whom you or we don't do business with. What you may not know is that you can limit the solicitations you receive from these other companies if they are members of the Direct Marketing Association. To reduce the number of mail and telephone solicitations you receive from these other companies, simply send a written request with your name, address and telephone number to the addresses listed here.

To reduce the amount of *direct mail* you receive from other companies, write to:

Mail Preference Service
c/o Direct Marketing Association
P.O. Box 9008
Farmingdale, NY 11735-9008

To reduce the number of *telemarketing calls* you receive from other companies, write to:

Telephone Preference Service
c/o Direct Marketing Association
P.O. Box 9014
Farmingdale, NY 11735-9014

As we've explained in this policy, M&T is committed to safeguarding your personal information, and strictly controls the information that is collected, accessed and disclosed. However, you can also choose to limit information that is shared within the M&T family of companies and/or outside it, except for information permitted to be disclosed by law.

Companies Outside the M&T Family

In this policy, we've described how we may share some information about you with carefully selected companies outside the M&T family in order to offer you products and services we don't offer, endorse or sponsor ourselves. If you'd prefer, you can direct us not to share any information for this purpose, and we will honor your request.

Within the M&T Family

As we've described, the companies in the M&T family may share some information about you with each other to provide you with products and services to help meet your needs, and to make your banking more convenient.

But if you prefer, you can direct us not to share certain information within the M&T family of companies - namely credit-related information from other financial institutions or information that you have provided to us - and we will honor your request. Please note that if you exercise this option, we may still share some information within the M&T family, but only to the extent allowed by law, such as that which relates to your transactions and experiences with us.

Making Your Choices

If you'd like to limit the amount of your information shared within the M&T family and/or with outside companies, visit our website at www.mandtbank.com (and click on the "privacy" link) or call us at 1-800-785-3162. You will need to provide your M&T account number and your Social Security number to put the limitation on information sharing into effect.

When we receive your request, we will process it promptly. Please note that at the time you make your request, programs that involve information sharing may already be underway, but your name will be removed from such programs in the future.

You can opt-out of information sharing at any time, and you only need to do so once, regardless of the number of accounts you have with us. Your decision to do so will be honored for as long as you have any accounts with any of the companies within the M&T family - and even after you close your accounts with us - unless you advise us in writing to remove the limitations. (Please note that this policy, including sections relating to information that we share, applies to former customers to the same extent as existing customers.)

If you choose to opt-out, it will apply only to your personal accounts at M&T. If you own an M&T account jointly with another person, you or any of the other joint account owners can direct us to limit the sharing of information relative to that account. The joint account owner who directs us to do so will automatically have that limitation applied to all M&T accounts he or she owns. If the other joint account owner(s) wish to opt-out on their other M&T accounts, they need to contact us individually with that request.

Notice to Vermont and New Mexico Residents

Residents of the states of Vermont and New Mexico are provided additional rights according to state law. As a result, residents of Vermont do not have to take any further action to limit the sharing of information – such limits are already in place. M&T will not share any of your non-public personal financial information (other than as permitted by law) within the M&T family of companies, or with outside companies, unless you first authorize us to do so. Residents of the state of New Mexico do not have to take any further action to limit the sharing of information with outside companies –such limits are already in place. M&T will not share any of your non-public personal financial information(other than as permitted by law) with outside companies, unless you first authorize us to do so.

This policy is effective as of July 1, 2001. This policy replaces all previous versions, and it supersedes anything to the contrary in your account documentation from any of the companies within the M&T family.

We hope this insight as to how M&T uses and protects your personal and financial information is helpful. We value your business and we are committed to earning and keeping your trust. Thank you for giving us that opportunity.

© 2001 Manufacturers and Traders Trust Company Member FDIC

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- **Your name and account number.**
- **The dollar amount of the suspected error.**
- **Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.**

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount even if your bill was correct.

AFFIDAVIT OF OCCUPANCY

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF BERKS)

The Undersigned, being duly sworn, deposes and says:

1. That I (we) am (are) the owners of the property commonly known as:

   290 Mountain View Road, Reading, Berks, PA 19607

2. That to our knowledge, there is no one other than us occupying the above premises except:

3. That this affidavit is made to induce Manufacturers & Traders Trust Company to open a Home Equity Loan, which will be secured by the above premises, and to induce GROUP9, INC. to issue a mortgage title insurance policy for that loan.

_____
Signature of borrower 1 Hugh M Quigley

_____
Signature of borrower 2 Elizabeth H Quigley

_____

_____

_____

_____

SIGNATURE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF BERKS)

On this the _____ day of _____ 2006, before me, a Notary Public, the undersigned officer, personally appeared Hugh M Quigley, Elizabeth H Quigley known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
[Notarial Seal]

My commission expires:

M&T Home Equity Account Agreement and Disclosure Statement

Manufacturers and Traders Trust Company

M&T Bank

Date : March 20, 2006
Draw Period Expiration Date : March 20, 2016

Borrower 1's Name	Hugh M Quigley
Borrower 1's Address	290 Mountain View Rd, Reading, PA 19607
Borrower 2's Name	Elizabeth H Quigley
Borrower 2's Address	290 Mountain View Rd, Reading, PA 19607

Address of Mortgaged Property: 290 Mountain View Road, Reading, Berks, PA 19607

Credit Limit $150,000.00
Payment option: Interest Only Period

BASE ACCOUNT:

Initial Corresponding ANNUAL PERCENTAGE RATE 7.25 %
Initial Daily Periodic Rate .0198630 %
Margin -0.25%
Maximum Corresponding ANNUAL PERCENTAGE RATE 15.90 %

Loan:

For Loans Having Terms of 12 to 36 Months
Initial Corresponding ANNUAL PERCENTAGE RATE 10.50%
Initial Daily Periodic Rate .0287671%
Margin 3.00%

For Loans Having Terms of 37 to 72 Months
Initial Corresponding ANNUAL PERCENTAGE RATE 11.00%
Initial Daily Periodic Rate .0301369%
Margin 3.50%

For Loans Having Terms of 73 to 180 Months
Initial Corresponding ANNUAL PERCENTAGE RATE 11.50%
Initial Daily Periodic Rate .0315068%
Margin 4.00%

OTHER FINANCE CHARGES

Application Fee	**$0.00**
Origination Fee	**$0.00**
Processing Fee	**$0.00**
Lock-in Fee	**$50.00**

ORIGINATION EXPENSES

Appraisal Fee	$0.00
Survey Fee	$0.00
E & O/Title Report Fee	$0.00
Title Insurance Premium	$0.00
Mortgage Recording Fee	$0.00
Closing Fee	$0.00
Mortgage Tax:	
Total Customer Tax	$0.00
Paid at Closing	$0.00
Recordation Tax	$0.00
Flood Determination Fee	$0.00

OTHER FEES

Stop Payment Charge	$0.00
Late Charge	2% of "Amount Billed"
Returned Loan Check Charge	$0.00
Returned Payment Charge	$20.00
Discharge Fee	$34.20
Reconveyance Fee	$0.00
Annual Fee	$0.00

1. **Definitions.** In this Agreement the following definitions apply:
"Agreement" means this M&T Home Equity Account Agreement and Disclosure Statement, the Mortgage and any amendment or addendum to this Agreement.

Parties to the Agreement.
"We," "us," "our" or "Lender" means the Lender named above or any person or entity to whom the rights of the Lender have been assigned.
"You," "your," "yours" or "Borrower" means each and every person signing this Agreement as a Borrower, whether one or more persons sign.
"Owner" means a person who is owner or part owner of the Mortgaged Property, who is signing this Agreement and the Mortgage but whose liability is limited to the Owner's interest in the Mortgaged Property. The Owner does not have the right to obtain loans on the Account.

Parts of the Account.
"Account" means the M&T Home Equity Account evidenced by this Agreement.
"Base Account" means the part of the Account from which loans will be made, unless the loan is made at a time when a special Tier interest rate is in effect. The interest rate applicable to the Base Account may change.
"Loan" means the part of the Account to which you have elected to transfer all or a portion of the outstanding balance. The interest rate applicable to a Loan will not change, once the Loan has been established.
"Tier" means the part of the Account from which loans will be made when a special promotional rate is in effect, if, from time to time, we offer such promotions. The interest rate applicable to a Tier may or may not change, depending on the terms of the particular promotion.

Other Terms Used in this Agreement.

"Billing Cycle" means the interval between the dates on which monthly billing statements are prepared or would be prepared if a monthly statement were required. The Billing Cycle may also be referred to as the "Statement Period" or "Billing Period" on your monthly billing statement.

"Credit Limit" means the total dollar amount of credit that we have approved for your Account. The total of the Outstanding Loan Balances in the Base Account, all Tiers and all Loans may not exceed the Credit Limit.

"Draw Period" means the first phase of the Account during which you can obtain loans and make transfers to Loans. The Draw Period begins after we approve the credit, you have signed this Agreement, you have signed and acknowledged the Mortgage, you have delivered all the required documents to us, you have paid any required Origination Fee, Processing Fee and Mortgage Recording Tax, and no one has rescinded this Agreement within the time provided under the Notice of Right to Cancel.

"Mortgage" means the Mortgage or deed of trust given by the Borrower and/or the Owner to secure this Account.

"Mortgaged Property" means the property covered by the Mortgage given to secure this Account, as is more particularly described in the Mortgage.

"Outstanding Loan Balance" or "Loan Balance" means the unpaid principal balance of loans made on the Account.

"Outstanding Total Balance" or "Total Balance" means the unpaid balance of loans, Finance Charge, Other Charges and any other amounts owed on this Account. The Outstanding Total Balance may also be referred to as the "New Balance" on your monthly billing statement.

"Repayment Period" means the phase of the Account after the Draw Period has ended, during which any unpaid balance must be paid. You may not obtain new loans or make transfers to a Loan during the Repayment Period.

"Suspension" means that you will not, during the period of Suspension, be able to obtain loans or any extension of credit on the Account. Suspension affects the Account temporarily, and credit privileges may be restored when the reason for the Suspension no longer exists.

"Termination" means that you will no longer be able to obtain loans or any extension of credit on this Account. Termination affects the Account permanently.

2. **General Description of the Account.** Your Account is a revolving loan account, sometimes called a line of credit. It is secured by a Mortgage. You may obtain loans (also referred to as advances) from time to time during the Draw Period, up to the Credit Limit, by writing checks in amounts of not less than $100.00, or by using other methods which we may permit. We will add the loans to the balance of the Base Account; you will repay the loans by monthly payments. As you repay the loans, we will again make the credit available to you during the Draw Period, up to the Credit Limit. At the end of the Draw Period, you will repay the Total Balance during the Repayment Period. We will charge a Finance Charge on the Outstanding Loan Balance during the Draw and Repayment Periods. The rate of Finance Charge on the Base Account may change from time to time. Each new rate will apply to the outstanding balance on the Base Account and to all new loans, until the rate changes again. During the Draw Period, you may transfer all or a portion of the balance (the minimum transfer amount permitted is $5000.00) to a Loan. Once the rate of Finance Charge is established for a Loan, that rate will not change during the term of the Loan. You will determine how long you want to take to repay the balance transferred to a Loan. If more than one Borrower is identified at the beginning of this Agreement, each has the authority to write checks or obtain loans, without the signature, endorsement or permission of any other Borrower.

3. **Draw and Repayment Periods.** The Account will consist of two periods, a Draw Period and a Repayment Period. You are permitted to make new loans from time to time, only during the Draw Period. The Draw Period will end at the close of the Billing Cycle that the Account is in on the Draw Period Expiration Date on page one. The Repayment Period, which begins with the first Billing Cycle following the end of the Draw Period, will continue until you have paid the Total Balance in full. The Repayment Period will be approximately 15 years long. Depending on the balance in the Account at the end of the Draw Period and on the Annual Percentage Rate(s) which apply, your required payments may repay the balance in less than 15 years.

4. **Our Agreement to Make Loans.** We agree to pay checks written on this Account, so long as they do not cause the Loan Balance to exceed the Credit Limit, which are dated, drawn and issued on this Account by you during the Draw Period and received by us during the Draw Period, except as provided in the following sentence. We will not pay any check dated, drawn or issued by you or received by us after this Account is Terminated or during any period when your right to further extensions of credit is Suspended as provided in this Agreement. You agree that any checks written on this Account will be only those checks issued by us for that special purpose.

5. **Postdated and Stale Dated Checks.** Procedures and laws applicable to postdated and stale dated checks in connection with transactions on regular checking accounts of Manufacturers and Traders Trust Company shall apply to checks under this Agreement. You agree not to issue postdated checks.

6. **Our Liability.** We have no responsibility for failure of any machine, merchant or other party to honor checks or any other means which we may permit from time to time to be used to obtain a loan from this Account.

7. **Security Interest.**

(a) You and any other Owners of the Mortgaged Property give us a Mortgage on the Mortgaged Property to secure the payment of all money due under this Agreement, including future advances. The rights and duties of you and any other Owners and of us are set forth in this Agreement and in the Mortgage.

(b) You also give us a security interest in:

(i) All of your money on deposit with us. This includes money now on deposit or which may be deposited in the future with us by you, including deposits with any co-depositor, including your spouse. If there is a default under this Agreement or the Mortgage we, after notice required by law, may set-off amounts owed under this Agreement against such deposits.

(ii) The proceeds and returned premiums of any credit life insurance which you may obtain or of property insurance covering the Mortgaged Property and, if applicable, flood insurance.

(iii) Collateral securing other obligations to us may also secure this Account.

(c) We waive our security in the Mortgaged Property as to any loan to the extent that it would cause the Loan Balance to exceed the Credit Limit.

(d) We waive any security interest, to the extent that it secures this Agreement, which we have or get in the future in anyone's principal residence, except for the Mortgaged Property.

8. **Finance Charge.** At all times that this Account is in effect, including the Draw Period and the Repayment Period and any period after Termination in which there remains an Outstanding Loan Balance in this Account, the Finance Charge will be calculated in the following way:

(a) **When the Finance Charge Begins.** The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.

(b) **How We Determine the Balance on Which the Finance Charge is Computed.** For each part of your Account, we compute the Finance Charge on the Daily Balance (including current transactions) on each part. To get the Daily Balance, each day we take the beginning Total Balance on each part and add any new loans or transfers posted to that part that day; and subtract any payments, credits, Other Charges, credit insurance premiums and unpaid Finance Charge.

(c) **How We Compute the Finance Charge.** For each part of your Account, we compute the Finance Charge due to the Periodic Rate by multiplying the Daily Balance by the Daily Periodic Rate applicable to that part; this gives us the Finance Charge for each day. We then add together the Finance Charges for all the days of the Billing Cycle; this gives us the Finance Charge for each part of the Account. We then add together the

Finance Charges for all the parts to get the Finance Charge due to the Periodic Rate for the Account.

(d) **Daily P eriodic R ate a nd Annu al P ercentage R ate.** The Finance Charge due to the Periodic Rate for each part will be computed using the initial Daily Periodic Rate for that part, disclosed on page one. These rates correspond to the initial Corresponding **ANNUAL PERCENTAGE RATES** also disclosed on page one. The rates for the Base Account are subject to change each Billing Cycle as described in the "Variable Rate" section below. Loan rates offered during a Billing Cycle are subject to change each Billing Cycle, as described in the "Variable Rate" section below; however, once the rate for a Loan is established, the rate for that Loan will not change.

(e) **The Corresponding Annual Percentage Rate** includes only interest and no other charges or other Finance Charges.

(f) **Variable Rate on the Base Account.** The Daily Periodic Rate and Corresponding Annual Percentage Rate applicable to the Base Account may increase or decrease as of the first day of each Billing Cycle. An increase in the rate will increase the amount of Finance Charge you must pay and can change the amount of and the number of payments necessary to pay the balance in full.

(i) **Index.** The "Index" will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last day that *The Wall Street Journal* is published in the month preceding the calendar month in which the Billing Cycle begins.

(ii) **Margin.** The "Margin" will be equal to the Base Account Margin disclosed on page one.

(iii) **Calculation of the Corresponding Annual Percentage Rate.** The Corresponding Annual Percentage Rate for any Billing Cycle will be the sum of the Index plus the Margin, rounded to the nearest one-hundredth of one percent (.01%). Provided, however, that the Corresponding A nnual P ercentage R ate will ne ver b e more t han t he Maximum Corresponding Annual Percentage Rate disclosed on page one.

(iv) **Calculation of the Daily Periodic Rate.** The Daily Periodic Rate to be used in each Billing Cycle will be determined on the first day of the Billing Cycle by dividing the applicable Corresponding Annual Percentage Rate by 365 (or 366 in a leap year). The resulting percentage will be truncated to seven decimal places without rounding (.0000001%).

(g) **Variable Rate on the Loan.** The Daily Periodic Rate and Corresponding Annual Percentage Rate which would be applicable to any Loan established in a Billing Cycle may increase or decrease as of the first day of each Billing Cycle, and any Loan established in that Billing Cycle will be subject to that rate for the duration of that Loan. Increases in the rate will increase the amount of Finance Charge that you would pay over the term you elect for a Loan, and will also increase the amount of the payments over the term of the Loan.

(i) **Index.** The "Index" will be the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last day that *The Wall Street Journal* is published in the month preceding the calendar month in which the Billing Cycle begins.

(ii) **Margin.** The "Margin" will be equal to the Loan Margin disclosed on page one.

(iii) **Calculation of the Corresponding Annual Percentage Rate.** The Corresponding Annual Percentage Rate for a new Loan established during any Billing Cycle will be the sum of the Index plus the Margin, rounded to the nearest one-hundredth of one percent (.01%). Provided, however, that the Corresponding Annual Percentage Rate will never be more than the Maximum Corresponding Annual Percentage Rate disclosed on page one.

(iv) **Calculation of the Daily Periodic Rate.** The Daily Periodic Rate to b e us ed f or t he t erm o f a ne w Loan e stablished dur ing a Bil ling Cycle will be determined on the first day of the Billing Cycle by dividing the Corresponding Annual Percentage Rate by 365 (or 366 in a leap year). The resulting percentage will be truncated to seven decimal places without rounding (.0000001%).

(h) **Variable Rate on a Tier.** If a special promotional rate is offered in the future, the Daily Periodic Rate, Corresponding Annual Percentage Rate, and any rules as to how they may change, will be disclosed to you at the time of the offer. The rates applicable to a Tier will never be higher than the applicable rate on the Base Account during the Billing Cycle in which the Tier is offered.

9. **Other Finance Charges.**

(a) **Application Fee.** You agree to pay, or will have paid before signing this A greement, t he A pplication F ee, if s hown o n p age o ne, b efore your application is approved.

(b) **Origination Fee and Processing Fee.** You agree to pay the Origination Fee and Processing Fee, if shown on page one, before the Draw Period begins. A loan or loans from the Account may not be used to pay the Origination Fee or Processing Fee.

(c) **Lock-in Fee.** Except for the first transfer, you agree to pay a Lock-in Fee each time you transfer an amount from the Base Account or a Tier to a Loan. The amount of the Lock-in Fee is disclosed on page one.

10. **Other Charges.**

(a) **Origination Expenses.** If shown on page one, you agree to pay the Origination Expenses to us or to third parties, in the amounts specified.

(b) **Late Charge.** You agree to pay a Late Charge for each month in which you fail to make the Total Payment Due within 15 days after its Due Date. The Late Charge will be 2% of the Amount Billed this Statement. No Late Charge will be due if the reason the payment is late is either:

(i) attributable to a Late Charge assessed on an earlier payment; or

(ii) because, after default by you, the entire balance on this Account is due.

(c) **Annual Fee.** If shown on page one, you agree to pay an Annual Fee, in the amount specified. The A nnual Fee will be charged to your Account during t he f irst Bil ling C ycle a nd o n t he f irst da y o f each Bil ling C ycle immediately following each anniversary of the Account, during the Draw Period, unless otherwise stated on page one.

(d) **Stop Payment Charge.** If shown on page one, you agree to pay a Stop Payment Charge, in the amount specified, if you request us to stop payment on a special check written on this Account.

(e) **Returned Loan Check Charge.** If shown on page one, you agree to pay a Returned Loan Check Charge, in the amount specified, for each special check written on this Account which is properly dishonored by us for any reason, or which is paid by us but, after the special check is posted to your Account, the Outstanding Loan Balance exceeds the Credit Limit.

(f) **Returned Payment Charge.** If shown on page one, you agree to pay a Returned Payment Charge, in the amount specified, if your payment on the Account is made with a check that is returned unpaid by the drawee for any reason.

(g) **Discharge Fee.** If shown on page one, you agree to pay a Mortgage Discharge Fee, in an amount no more than that specified, in order to record a discharge/satisfaction of the mortgage once all amounts secured by the mortgage have been paid. If the actual amount charged by the County Clerk/County Recorder to record the discharge/satisfaction of the mortgage is less than the amount specified, you will pay the lesser amount.

11. **Transfers Between Parts of the Account.** During the Draw Period, you may transfer all or a portion of the Outstanding Loan Balance in the Base Account or in a Tier to a Loan.

(a) **Request for Transfer.** You may request a transfer by telephone, by calling the number we will provide to you for that purpose, in person at any of our branch offices, during hours that we are open for normal banking business, o r by other methods that we permit from time to time. Upon receiving the request for a transfer, we will comply with the request or

respond to you within a reasonable time, which may not be that same banking day.

(b) **Lock-in Fee.** Except for the first transfer, you agree to pay a Lock-in Fee for each transfer from the Base Account or a Tier to a Loan. The amount of the fee is disclosed on page one.

(c) **Term of a Loan.** When you request a transfer from the Base Account or a Tier to a Loan, you must specify the length of the term of the Loan. The term must be stated in even months, not less than twelve (12) months and not more than one hundred eighty (180) months. If you fail to specify a term, the term of the Loan will be 180 months.

(d) **Limitations on Transfers.**

(i) Transfers from the Base Account or a Tier to a Loan must be in amounts not less than $5,000.00.

(ii) You may not transfer balances from a Loan to the Base Account.

(iii) Only Loan Balances may be transferred.

(iv) Transfers may only occur during the Draw Period.

(v) Transfers will not be permitted during a time when your right to make new loans has been Suspended or Terminated.

(vi) Upon transfer of a balance, Finance Charge at the rates applicable to the part of the Account to which the balance has been transferred will become effective.

(vii) Your Account may contain a maximum of three (3) Loans at any time, except that if the Account contains a Tier, it may contain a maximum of two (2) Loans until the Tier has been paid or transferred. If your Account contains three (3) Loans, you will not be permitted to establish a new Loan or Tier until one of the established Loans is paid in full, including all principal balance, Finance Charges, and other fees and charges.

12. **Definitions of Terms Related to the Minimum Payment.**

(a) "Due Date" means the date on which the payment is due each month. The Current Due Date will be shown on the billing statement each month that a payment is due.

(b) "Amount Billed this Statement" means the current portion of the payment which becomes due for the month reflected on a billing statement.

(c) "Over Credit Limit Amount" means the amount by which the Outstanding Loan Balance on the Account exceeds the Credit Limit.

(d) "Past Due Amount" means unpaid payments which are due from previous billing statements.

(e) "Total Payment Due" means the minimum payment for the Account which you agree to pay on or before the Current Due Date.

13. **Your Promise to Make the Minimum Payment.** You promise to pay to us the Total Payment Due each month on or before the Current Due Date shown on the current billing statement. If you authorize us to have the payment automatically charged to an asset account, this will occur on or about the Due Date each month. The Total Payment Due will never be greater than the Outstanding Loan Balance, Finance Charges due to the application of the Periodic Rate, charges for group credit insurance, Other Finance Charges and Other Charges on the Account.

14. **Calculation of the Minimum Payment.** For each Billing Cycle, the Total Payment Due will be the total of any Past Due Amount, any Over Credit Limit Amount, and the Amount Billed this Statement.

(a) **The Amount Billed this Statement.** The Amount Billed this Statement will be the greater of (i) the sum of the Minimum Monthly Payments due for the Base Account, any Tier, and each Loan in the Account; or (ii) $100.00.

(b) **Minimum Monthly Payment for the Base Account and for a Tier.**

(i) **During the Draw Period.**

(A) **Principal and Interest Payment Option.** If you have chosen the Principal and Interest Payment Option on page one, the Minimum Monthly Payment for the Base Account and, if applicable, for a Tier will be the sum of the Finance Charges due to the application of the Periodic Rate, charges for group credit insurance, Other Finance Charges and Other Charges accrued during the Billing Cycle for that part, plus the lesser of (1) the Loan Balance in that part at the end of the Billing Cycle; or (2) the Loan Balance in that part at the end of the last day on which a loan was posted to that part divided by 180.

(B) **Interest Only Payment Option.** If you have chosen the Interest Only Payment Option on page one, the Minimum Monthly Payment for the Base Account and, if applicable, for a Tier will be:

(1) **During the first five years of the Draw Period.** During Billing Cycles the last day of which are before a date five (5) years prior to the Draw Period Expiration Date, the sum of the Finance Charges due to the application of the Periodic Rate, charges for group credit insurance, Other Finance Charges, and Other Charges accrued during the Billing Cycle for that part.

(2) **During the last five years of the Draw Period.** During Billing Cycles the last day of which are on or after a date five (5) years prior to the Draw Period Expiration Date, the sum of the Finance Charges due to the application of the Periodic Rate, charges for group credit insurance, Other Finance Charges, and Other Charges accrued during the Billing Cycle for that part, plus the lesser of (1) the Loan Balance in that part at the end of the Billing Cycle; or (2) the Loan Balance in that part at the end of the last day on which a loan was posted to that part divided by 180.

(ii) **During the Repayment Period.** The Minimum Monthly Payment during the Repayment Period for the Base Account and, if applicable, the Tier will be the sum of the Finance Charges due to the application of the Periodic Rate, charges for group credit insurance, Other Finance Charges, and Other Charges accrued during the Billing Cycle for that part, plus the lesser of (1) the Loan Balance in that part at the end of the Billing Cycle; or (2) the Loan Balance in that part at the end of the first Billing Cycle in the Repayment Period divided by 180.

(c) **Minimum Monthly Payment for the Loans.** The Minimum Monthly Payment for each Loan during the Draw Period and the Repayment Period will be a fixed, amortizing payment amount determined at the time the Loan is established, and which assumes that all payments are made on their Due Date. The Minimum Monthly Payment will consist of both a portion of the principal balance and accrued Finance Charge. When all payments are made on time, depending on the amount borrowed and the term selected for a Loan, you may slightly overpay (or underpay) outstanding principal over the term of the Loan. We will always adjust your last payment so that you do not overpay (or underpay) a Loan when you make your payments on time. In addition, since Finance Charge accrues on a daily basis, early payments will result in less Finance Charge accruing over the term of a Loan, and late payments will result in additional Finance Charge accruing on the Loan (plus, if applicable, Late Charges). In these cases, we may (i) adjust your final payment amount due; (ii) shorten the term by which you make your monthly payments on a Loan (for early payments); or (iii) extend the term of your Loan until it is fully repaid (for late payments).

(d) **Prepayment.** If you pay an amount greater than the Total Payment Due in any month, this will not affect your obligation to make a payment the next month. **YOU MAY MAKE PAYMENTS IN ANY AMOUNT IN EXCESS OF THE TOTAL PAYMENT DUE AND MAY PAY THE ENTIRE BALANCE OR ANY PART OF IT AT ANY TIME PROVIDED THAT YOU PAY AT LEAST THE TOTAL PAYMENT DUE IN ANY MONTH WHEN IT IS DUE.**

(e) **After Termination.** If this Account is Terminated during the Draw Period in accordance with the "Termination of Account Upon Default" section, for the purposes of calculating the Payment, the billing cycle in which the Termination occurs shall be considered to be a cycle during the Draw Period and all subsequent cycles shall be considered to be cycles during the Repayment Period. If this Account is Terminated during the Repayment Period, the cycle in which the Termination occurs and all subsequent cycles shall be considered to be cycles during the Repayment Period. After Termination, the payments shall be calculated in accordance with this paragraph unless we exercise our rights under the "Acceleration of the Outstanding Balance" section.

15. **Crediting of Payments.** Any payment we receive for application to amounts owing under the Account need not be posted to the Account or considered to have been made until the fifth day after we receive it unless it is (1) made in United States funds, in cash delivered in person or by a check or money order payable to our order; (2) accompanied by a payment stub for the Account; and (3) received by us at our address indicated on the payment stub by 1:00 p.m. on any day Monday through Friday that is not a legal holiday.

16. **Application of Payments.** Even if you specify otherwise, we will apply any payment we receive for your Account to the items then posted to your Account in the following order:

(a) first, billed Finance Charges on a Tier; then billed Finance Charges on the Base Account; then billed Finance Charges on the Loans, starting with the lowest interest rate and working towards the highest;

(b) billed charges for credit insurance;

(c) billed Return Payment Charges, billed Return Loan Check Charges, billed Stop Payment Charges and billed Annual Fees;

(d) billed principal reduction for the Tier; billed principal reduction for the Base Account; billed principal reduction for the Loans, starting with the lowest interest rate and working towards the highest;

(e) billed late charges;

(f) first, the remaining principal balance on the Tier; then the remaining principal balance on the Base Account; then the principal balance remaining on the Loans, starting with the lowest interest rate and working towards the highest;

(g) any other amounts due.

Notwithstanding the above, you may, on forms provided by us, elect to fully pay off any Loan prior to its scheduled term. If you pay off a Loan in any Billing Cycle, you are still required to pay the Total Payment Due for the Account for that Billing Cycle or the then Outstanding Total Balance, whichever is less.

17. **Property Insurance.**

(a) We require you to obtain and keep in force property insurance on the Mortgaged Property and to provide evidence of insurance to us. The insurance must cover loss of or damage to the Mortgaged Property and must be in such an amount as is sufficient to protect our interest, as well as the interests of anyone who holds a mortgage or security interest in the Mortgaged Property with a priority superior to ours. If flood insurance is required by federal law, you agree to obtain and keep in force insurance in the amount required by law. YOU MAY OBTAIN THESE INSURANCE COVERAGES FROM ANY PERSON OF YOUR CHOICE. Your choice is subject to our reasonable approval. All policies must name us as a loss payee/mortgagee in a form acceptable to us and provide for at least 10 days notice to us of reduction in coverage or cancellation.

(b) If you fail to keep in force property insurance and/or, if applicable, flood insurance and/or fail to provide evidence of such insurance to us, we may notify you that you should purchase the required insurance at your expense. If you fail to purchase the insurance within the time stated in the notice and/or fail to provide us with evidence of such insurance, we may purchase insurance to protect our interest, to the extent permitted by applicable law and charge you the cost of the premiums and any other amounts we incur in purchasing the insurance. THE INSURANCE WE PURCHASE WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF. At our option, we may treat these premiums and fees as a loan from this Account on which interest will accrue or as amounts incurred to protect the security of the Mortgage. We are not required to purchase this insurance, however.

18. **Credit Insurance.** Credit life insurance, if available, is not required to obtain credit.

19. **You Agree.**

(a) Not to write checks for less than $100.00.

(b) To repay all amounts advanced hereunder together with a Finance Charge, as provided in this Agreement. You also agree to pay any other amounts which become due hereunder. These include, as applicable, other Finance Charges, Other Charges, any amounts advanced to protect the security of the Mortgage or for insurance, and Costs of Collection.

(c) To pay at least the Total Payment Due each month on or before the Due Date.

(d) Not to make loans from this Account which will cause the Outstanding Loan Balance in this Account at any time to exceed the Credit Limit which we have now approved or may approve at any time in the future.

(e) To immediately pay the amount of any Loan Balance in excess of the Credit Limit.

(f) To give us such personal financial statements as we may request from time to time.

(g) Not to give us false information or signatures at any time or let anyone who is not a Borrower use the Account.

(h) To perform all obligations under any mortgage or security agreement which has priority over the Mortgage and to pay all taxes, charges or assessments which might have priority over the Mortgage.

(i) That you own the Mortgaged Property and that it is unencumbered except for encumbrances now of record.

(j) That you will notify us immediately in writing if you change your residence or mailing address.

(k) That if the Mortgaged Property is part of a condominium or a planned unit development, to comply with all by-laws, regulations or restrictions of record.

(l) To keep the Mortgaged Property insured as provided in this Agreement.

(m) Not to transfer title to the Mortgaged Property (except as provided by federal law).

(n) To keep the Mortgaged Property in good order and repair.

(o) To permit our agents to inspect the Mortgaged Property from time to time, after reasonable notice.

(p) Not to use credit available to you on your Account during any period during which a Tier is in effect to pay off or reduce any balances that you have in the Base Account.

ALL OF THE ABOVE PROMISES ARE MATERIAL OBLIGATIONS UNDER THIS AGREEMENT.

20. **Possible Actions Which May Be Taken By Lender.** Under the circumstances described below, Lender can: (1) terminate the Account; (2) require you to pay the entire outstanding balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the Credit Limit; and/or (5) make specific changes that are set forth in this Agreement.

(a) **Termination of Account Upon Default.** You will be in default and this Account will Terminate, effective immediately, upon our mailing a Notice of Termination to you if:

(i) You commit fraud or make a material misrepresentation in connection with this Account.

(ii) You fail to meet any of the repayment terms of this Agreement for a period of 30 days.

(iii) Any of your actions or your failure to act adversely affects our security for this Account, or any of our rights in such security; for example, and not by way of limitation, if you transfer title to the Mortgaged Property; the sole owner of the Mortgaged Property who is obligated on this Account dies; you fail to maintain the required insurance on the Mortgaged Property; you permit the filing of a lien senior to the Mortgage on the Mortgaged Property; the Mortgaged Property is taken by eminent domain; or a prior lienholder forecloses on the Mortgaged Property.

(b) **Acceleration of the Outstanding Balance.** Unless prohibited by law, if this Account is Terminated by default, we may, at our option, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this Account. If this happens, you will be required to pay the outstanding balance on this Account in one payment at that time. If you are in default under the previous section titled "Termination of Account Upon Default" during the Repayment Period or during a time when this Account is already Terminated, we may after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this Account. If we declare the entire balance due and payable, we can bring suit for the amounts due, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing.

(c) **Suspension of Credit Privileges or Reduction of Maximum Credit.** If any of the conditions listed in this section occurs, we may, upon mailing a notice of our action to you, temporarily Suspend your ability to obtain loans from this Account and/or reduce the Credit Limit applicable to this Account during any period in which:

(i) The value of the Mortgaged Property, as evidenced by an appraisal which we obtain, has declined significantly below the appraised value for the purposes of this Account. We may from time to time obtain appraisals of the Mortgaged Property at our expense. If we prohibit additional extensions of credit or reduce the Credit Limit because of a significant decline in the value of the Mortgaged Property, and the value of the Mortgaged Property subsequently increases, you may provide us with a written request to remove the restrictions, which request shall be accompanied by an appraisal of the Mortgaged Property obtained by you at your expense. For the purpose of this section, an appraisal shall be defined as a certified appraisal by a licensed or certified real estate broker or appraiser, as required by law or regulation, who regularly, in the course of business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Property is located.

(ii) We reasonably believe that you will be unable to fulfill the repayment obligations under this Agreement because of a material change in your financial circumstances. From time to time we may require you to provide a personal financial statement in a form substantially similar to the application for this Account. You agree to provide such financial statement to us not more than one month from the date of the request. From time to time, we may also obtain a credit report on you, and you agree that we may do so. If based on your financial statement or your credit report, or both, we reasonably believe that you will be unable to fulfill the repayment obligation because of a material change in your financial condition, we may prohibit additional extensions of credit or reduce the Credit Limit on this Account. If you advise us that the material change no longer exists, you will provide us with a personal financial statement setting forth your then existing financial condition.

(iii) You file or are placed in bankruptcy.

(iv) You are in default of any Material Obligation set forth in paragraph called "You Agree."

If the circumstances upon which the prohibition of additional extensions of credit or the reduction of the Credit Limit were based shall cease to exist, we shall again be obligated to permit extensions of credit on this Account and to restore the Credit Limit. The obligation shall commence promptly after we receive a written request from you accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists, and we have had a sufficient time to verify such evidence.

(d) **Prohibition of Additional Extensions of Credit and Reduction of the Maximum Credit, Additional Circumstances.** We may also temporarily Suspend your ability to obtain loans from this Account or reduce your Credit Limit if any of the conditions listed in this section shall occur. We will give you notice of our action. If the circumstances later change so that the condition no longer exists, we shall again be obligated to allow extensions of credit and to restore your Credit Limit. We will give you notice that the credit is again available.

(i) The Index described in the Variable Rate section of the Finance Charge paragraph plus the Base Account Margin disclosed on page one exceeds the Maximum Corresponding Annual Percentage Rate disclosed on page one.

(ii) The priority of our security interest is adversely affected by government action to the extent that the value of our security interest is less than 120% of your Credit Limit.

(iii)We are notified by our regulatory agency that continued advances constitute an unsafe or unsound practice.

(iv)We are precluded by government action from imposing any Annual Percentage Rate provided in this Agreement.

(e) **Revocation of Special Rates.** In addition to our other remedies set forth in this Agreement, if you are in default by more than 60 days of any repayment obligation set forth in the paragraph called "You Agree," we may, without notice to you, immediately (1) revoke any special promotional rates then in effect with respect to balances in a Tier; (2) transfer the balance in any and all Loans to the Base Account; and (3) increase the rate then in effect with respect to balances in any and all Loans. If we do any of these things, your Daily Periodic Rate and Corresponding Annual Percentage Rate for these balances will be the Daily Periodic Rate and Corresponding Annual Percentage Rate for the Base Account. If you subsequently cure the default, the rates will return to the rate applicable as if no default had occurred; this will happen after we have had a sufficient time to verify that any default under this Agreement has been cured and we have had a reasonable time to adjust the rates.

21. **Prohibition of Additional Extensions of Credit at Your Request.** Any of you may direct us to prohibit further extensions of credit on this Account. A notice by any one of you that you do not intend to be obligated for additional loans on this Account shall be considered a request to prohibit further extensions of credit on this Account by all of you. The prohibition shall become effective as soon as we can reasonably act to stop new loans from being made. All of you who are obligated on this Account must request in writing reinstatement of this Account for the request to be effective.

22. **Limitation of Indebtedness at Your Request.** If you deliver to us a written notice requesting that the indebtedness on this Account be limited, our obligation to make further loans from this Account shall be terminated or amended, as provided by applicable law in the state where the Mortgaged Property is located. You agree to follow the requirements of applicable law with respect to the notice of limitation of indebtedness on the Account.

23. **Costs of Collection.** If permitted by applicable law, if we file suit or take action to collect this Account or protect the collateral or our security interest in it, we shall charge you our cost and expenses to do so. This shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

24. **Changes to Your Account.** We may make the following changes to this Account:

(a) We may change the Index and the Margins if the Index is no longer available. If we do so, we will choose an index with a historical movement substantially similar to the movement of the original Index and we will

choose new Margins so that the new index and new Margins will result in Annual Percentage Rates substantially similar to the rates in effect at the time the original Index became unavailable.

(b) We may make any change to which you specifically agree in writing, including, but not limited to, any mutually agreeable extension of the Draw Period.

(c) We may make a change that will unequivocally benefit you during the remaining term of this Account.

(d) We may make a change which is insignificant under applicable federal law.

(e) If you purchased credit insurance, we may pass on to you any increase in premiums for that insurance.

(f) If required by applicable law, we will mail you a written notice prior to the effective date of any change, in accordance with that law, of any changes. Changes will apply to outstanding balances and new loans except as otherwise stated in the notice.

25. **Monthly Statements and Payments.** We will send you a monthly statement for each billing cycle in which:

(a) activity is posted to your Account;

(b) we impose a finance charge to your Account; or

(c) if there is a debit or credit balance of more than $1.00 in your Account.

The statement will show loans made, the amount due, Finance Charge, payments made and the balance which you owe. All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by us at the remittance address disclosed on your monthly statements. Unless you notify us in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by you. We need not mail you a statement if we deem this Account uncollectable or if delinquency collection proceedings have been started by us. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any of you, it shall be considered correct as to and accepted by all of you. If there is more than one Borrower, we will mail the statement to the first Borrower identified on page one.

26. **Checks on Your Account.** We shall retain all checks drawn on your Account and paid. We will not have to certify any checks drawn on your Account. You must not use any check drawn on your Account to (a) make a payment due under this Agreement; or (b) buy, carry, trade in, or repay any indebtedness incurred in connection with any security that is "margin stock" or a "margin security" for purposes of Regulation U or Regulation T of the Board of Governors of the Federal Reserve System.

27. **Stop Payment.** Procedures and laws applicable to stop payment of checks in connection with transactions on regular checking accounts with Manufacturer and Traders Trust Company shall apply to checks under this Agreement. Stop Payment orders are subject to a fee, if the Stop Payment Fee set forth on page one is applicable. You may place a stop payment order at any branch office, or by calling us or writing us at the address stated in the Billing Rights Notice which will be on each Billing Statement.

28. **Communications Concerning Disputed Debts. ALL COMMUNICATIONS BY YOU TO US CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, SHOULD BE SENT TO THE ADDRESS STATED IN THE BILLING RIGHTS NOTICE WHICH WILL BE ON EACH BILLING STATEMENT.**

29. **Notices.** We will send notices to you to your last known address in our files. Notices sent to that address will be effective for all purposes under this Agreement. We will send them by regular mail unless applicable law requires us to use certified or registered mail. Unless applicable law requires otherwise, a notice sent to any of you shall be considered sent to all of you, and a notice received by any one of you shall be considered received by all of you.

30. **Tax Deductibility.** You should consult a tax advisor regarding the deductibility of interest and charges for this Account.

31. **Periodic Credit Review.** At our option, we may obtain updated consumer reports and income verifications on you as is reasonably necessary to protect our interests.

32. **Remedies Cumulative.** If any circumstance exists which would permit us to temporarily prohibit further extensions of credit on this Account or reduce the Credit Limit or terminate this Account and accelerate the balance: (a) we may take such action at any time during which such circumstance continues to exist; and (b) our remedies under this Agreement shall be cumulative and not alternative.

33. **Delay in Enforcement.** We can delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

34. **Assignment.** You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe us. Any attempt to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. A person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

35. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

36. **Waiver.** Borrower or Owner waive all defenses based on suretyship and impairment of collateral or security.

37. **Your Responsibilities.** If more than one of you has signed this Agreement, all of you are equally responsible, individually and together, to us for payment in full of this account and performance of all obligations under this Agreement.

38. **Governing Law and Construction.** This Agreement has been accepted by us in New York and all loans shall be extended by us to you in New York. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, New York law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the laws of New York without regard to its principles of conflict of law; procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection takes place.

EACH OF YOU ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND BY SIGNING THIS AGREEMENT INDICATES YOUR INTENTION TO BE LEGALLY BOUND BY THIS AGREEMENT, INCLUDING THE PARAGRAPHS ON ALL PAGES OF THIS AGREEMENT.

Signature of borrower 1 Hugh M Quigley Date

Signature of borrower 2 Elizabeth H Quigley Date

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) **SS:**
COUNTY OF BERKS)

On this _____ day of _____ ,2006, before me, _____, the undersigned officer (who certifies that he/she is not an officer or director of M&T Bank), personally appeared Hugh M Quigley, Elizabeth H Quigley known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunder set my hand and official seal.

_____
Signature of Notary Public

_____
Type or Print Name of Notary Public

_____
Title

If the acknowledgment is taken in Pennsylvania, the Notary Public may not be an officer or director of M&T Bank.

Rider to M&T Home Equity Account Agreement and Disclosure Statement

This Rider amends your M&T Home Equity Account Agreement and Disclosure Statement. For the time period shown below, called the "Discount Period", you will receive a discount in the value of the Margins shown on page one of your Agreement for the Base Account and for the Loans. These discounted Margins will result in a discount to the Daily Periodic Rates and the Corresponding Annual Percentage Rates shown on page one of your Agreement for the Base Account and for the Loans. At the end of the Discount Period, your Margins will return to the values shown on page one of your Agreement for the Base Account and for the Loans, resulting in the Daily Periodic Rates and Corresponding Annual Percentage Rates for the Base Account and Loans to be based on the full value of the non-discounted Margins and the Index described in your Agreement. This means that even if there are no increases to the Index during the Discount Period, your Daily Periodic Rates and Annual Percentage Rates can increase.

- Discount Period:

  The Discount Period for the Base Account will be in effect from the date of your Agreement through the first 6 billing cycles of your Account.

  The Discount Period for the Loans will be in effect from the date of your Agreement through the first billing cycle of your Account.

- Discount Period Margin:

  During the Discount Period, your Margin(s) will be as follows:

Base Account	**-1.51** %
12 to 36 Month Loans	**-1.00** %
37 to 72 Month Loans	**-1.00** %
73 to 180 Month Loans	**-0.25** %

  After the Discount Period, your Margin(s) will revert to the value(s) shown on page one of your Agreement.

- Disclosures as to **Daily Periodic Rates** and Corresponding **Annual Percentage Rates**:

  Because of the discount in the Margin during the Discount Period, your Daily Periodic Rates and Corresponding Annual Percentage Rates will likewise be discounted. The chart below shows these discounted rates as well as the rates that would have been in effect had there been no discount in the Margins:

	Discounted (Promotional)		**Non-Discounted**	
Term	**DPR %**	**APR %**	**DPR %**	**APR %**
Base Account	**.0164109**	**5.99**	**.0198630**	**7.25**
12 to 36 Months Loan	**.0178082**	**6.50**	**.0287671**	**10.50**
37 to 72 Months Loan	**.0178082**	**6.50**	**.0301369**	**11.00**
73 to 180 Months Loan	**.0198630**	**7.25**	**.0315068**	**11.50**

Note: DPR – Daily Periodic Rate
APR – Annual Percentage Rate
N/A – No Discount Available

- Additional Variable Rate Disclosures:

  For the rules relating to how your rates can vary, what the maximum rates can be, and the effects of a rate increase on your payments, both during and after the Discount Period, and for the Base Account and all Loans, refer to Sections 8(f) and 8(g) of your Agreement respectively.

Except as amended here, all other terms, conditions and disclosures set forth in your Agreement continue to apply in full force and effect.

ALL PERSONS SIGNING THE AGREEMENT MUST SIGN THIS RIDER, IN THE SAME CAPACITY, AND EACH ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS RIDER, AS OF THE DATE OF THE AGREEMENT.

Hugh M Quigley	Date
Elizabeth H Quigley	Date
	Date
	Date
	Date
	Date

Prepared By: Manufacturers & Traders Trust Company
Return to: Manufacturers & Traders Trust Company
1 Fountain Plaza 4th Floor Buffalo, NY 14203
Attn: Documentation and Collateral
Parcel ID #: 39 5305 07 68 3792

M&T Bank

OPEN - END MORTGAGE

HOME EQUITY LINE OF CREDIT

Manufacturers and Traders Trust Company

NOTICE TO BORROWER: This document contains provisions for a variable interest rate and secures future advances

Ref. No .20060721009390 **Date : March 20, 2006**

Borrower 1's Name Hugh M Quigley
Borrower 1's Address 290 Mountain View Rd, Reading, PA 19607

Borrower 2's Name Elizabeth H Quigley
Borrower 2's Address 290 Mountain View Rd, Reading, PA 19607

Mortgagee: Manufacturers and Traders Trust Company
Mortgaged real estate: 290 Mountain View Road, Reading, Berks, PA 19607
Book: 1550 **Page:** 365 **Tax Parcel #:** 39 5305 07 68 3792
Maximum principal amount: $ 150,000.00
(ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00 CENTS)

THIS OPEN-END MORTGAGE SECURES FUTURE ADVANCES UP TO A MAXIMUM INDEBTEDNESS OF $150,000.00, EXCLUSIVE OF INTEREST AND EXCLUSIVE OF ADVANCES THAT MAY BE MADE BY US UNDER THE PROVISIONS OF PARAGRAPHS 7, 8, 9, 10, 11, 17 AND 22 OF THIS MORTGAGE.

1. Meaning of some words. In this mortgage, (a) "you" and "your" mean anyone signing this mortgage, whether as a borrower or other owner, (b) "we," "us," "our" and "ours" mean Manufacturers and Traders Trust Company, One M&T Plaza, Buffalo, New York 14240, (c) "the loan agreement" means a home equity line of credit account agreement dated the date of this mortgage and signed by everyone signing this mortgage as a borrower

and us, as the agreement exists now or is changed in the future, or any replacement of the agreement, as the replacement exists when signed or is changed after that, (d) "the indebtedness" means, taken together, all amounts payable now or becoming payable in the future under the loan agreement and this mortgage, (e) "the property" means the real estate, rights and rental payments described in Section 2, and (f) "prior mortgage" means any document giving a presently existing mortgage lien covering any of the property, as the document exists now or is changed in the future, or any replacement of the document, as the replacement exists when signed or is changed after that.

2. Mortgage lien. To secure the payment of the indebtedness, you give us a mortgage lien covering and hereby mortgage, grant and convey to us (a) the real estate commonly described by the address shown at the beginning of this mortgage as the mortgaged real estate and described more fully by the legal description set forth in Schedule A, including all buildings and other improvements located now or placed in the future on the real estate and all fixtures that are now or become in the future part of the real estate by being installed in or on or affixed to the real estate, (b) all rights you have now or acquire in the future in the real estate or other real estate because you own the real estate, including, if the real estate is part of a condominium project, rights in the common areas and facilities of the condominium project, and (c) all rental payments from any of the real estate. If the real estate is part of a condominium project or planned unit development, the name of the condominium project or planned unit development is set forth in Schedule A. Examples of fixtures are furnaces, hot water heaters, bathtubs, sinks and kitchen cabinets installed in a building. An example of a right in real estate that arises because of the ownership of the real estate is the right to money payable because of the taking of any of the real estate by a governmental body or because of any transfer of ownership of any of the real estate instead of its taking by a governmental body. An example of a right in other real estate that arises because of the ownership of real estate is the right to cross the other real estate to get to a street.

3. Loan agreement and late fee. The loan agreement limits the total principal amount of advances and readvances obtained under the loan agreement and at any time outstanding to the maximum principal amount shown at the beginning of this mortgage. The loan agreement provides for an annual percentage rate and required minimum payments that can vary. It also provides for a late fee of 2% of the unpaid amount of any minimum payment not paid within 15 days after it becomes due, or $20.00 whichever is greater. You agree that the interest rate set forth in the loan agreement will continue before and after a default, entry of judgment and foreclosure.

4. Prior mortgage. You assure us that (a) you have notified us in writing of any prior mortgage, (b) there is no default under any prior mortgage and (c) no prior mortgage prohibits you from giving us the mortgage lien you are giving us in this mortgage.

5. Ownership, claims and right to give mortgage lien. You assure us that (a) you own the property, (b) the property is free from any claim, except for any claim of record on the date of this mortgage, and (c) you have the right to give us the mortgage lien you are giving us in this mortgage. You warrant title to the property, which means that you will be responsible for any loss we suffer because anyone other than you has any claim to any of the property, except for any claim of record on the date of this mortgage.

6. Payment of indebtedness. Unless otherwise provided in section 23, you must pay the indebtedness.

7. Taxes, assessments, rents, and charges. You must pay any tax, assessment, ground rent, sewer rent or water charge on the property and any other tax or other charge that, if unpaid, could become a claim on the property superior to the mortgage lien you are giving us in this mortgage, and, if you do not pay it within the time within which it can be paid without any penalty, we can, but we will not have to, pay it. When we ask you to do so, you must reimburse us for it whether we paid it before or after foreclosure. Also, when we ask you to do so, you must pay us interest on its unreimbursed portion as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement whether we paid it before or after foreclosure.

8. Repairs and rebuilding. You must promptly repair or rebuild any building that is now or becomes in the future part of the property if it is damaged or destroyed, and, if you do not do so, we can, but we will not have to, repair or rebuild it. When we ask you to do so, you must reimburse us for any amount we pay to repair or rebuild it whether we paid it before or after foreclosure. Also, when we ask you to do so, you must pay us interest on the unreimbursed portion of that amount as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement whether we paid it before or after foreclosure.

9. Restrictions on use. You must not use any of the property, or allow any of it to be used, in any way that violates any legal restriction affecting its use, and, if you do so, we can, but we will not have to, correct the violation. When we ask you to do so, you must reimburse us for any amount we pay to correct it whether we paid it before or after foreclosure. Also, when we ask you to do so, you must pay us interest on the unreimbursed portion of that amount as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement whether we paid it before or after foreclosure.

10. Insurance. You must keep any building that is now or becomes in the future part of the property insured for our benefit against loss by (a) fire, (b) any risk covered by extended coverage,(c) flood if the building is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Act of 1968 or (d) any other risk against which we want it insured. The insurance must be provided under a policy or policies and by a company or companies acceptable to us. Without limiting the proceeding

sentence, any policy providing any of the insurance must contain a standard mortgage clause in our favor. You must deliver to us any policy providing any of the insurance unless it is being held by any institutional lender that is the owner of any prior mortgage and you notify us that it is being held by the institutional lender. When we ask you to do so, you must reimburse us for any premium for any of the insurance we pay because you do not deliver to us the policy providing that insurance or because you do not notify us that the policy providing that insurance is being held by the institutional lender. Also, when we ask you to do so, you must pay us interest on the unreimbursed portion of the premium as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement whether we paid it before or after foreclosure. If any building that is now or becomes in the future part of the property is damaged or destroyed, you must promptly notify any company providing any of the insurance on the building of the damage or destruction and provide to the company whatever proof of the damage or destruction it requires. If you do not do so, we can, but we will not have to, do so. If the company offers to settle a claim for money payable under that insurance and you do not respond to the claim within 30 days after the date the company makes the offer, we can, but we will not have to, settle the claim. We can apply any money paid under any of the insurance to any of the indebtedness not yet paid in any order we choose or give it to you to repair or rebuild the building. The application of the money will not relieve you of any obligation to pay any future minimum payment required under the loan agreement.

11. Payment of taxes, assessments, rents, charges and premiums. To make sure that taxes, assessments, ground rents, sewer rents and water charges on the property and premiums for insurance on the property are paid, we can require that, subject to any limitation imposed by applicable law, you must pay us all amounts necessary to pay those items except to the extent that you pay the money for those items to any institutional lender that is the owner of any prior mortgage. We will hold any money you pay us for those items in an escrow account, but we will not hold any money "in trust" and no escrow account will be a trust account. We will not pay interest on the money. To the extent that we are holding money in the escrow account to pay any of those items, we will pay it within the time within which it can be paid without any penalty. If the amount of money in the escrow account is less than the amount we pay for those items, you must, when we ask you to do so, pay us the difference whether we paid before or after foreclosure, and you must, when we ask you to do so, pay us interest on the unpaid portion of the difference as though the unpaid portion were an amount on which you had to pay a finance charge under the loan agreement.

12. Money paid for taking. We can (a) direct any governmental body or other organization taking any of the property or receiving a transfer of ownership of any of the property instead of taking it to pay directly to us all money you are entitled to for the taking or transfer and (b) apply the money to any of the indebtedness not yet paid in any order we choose. The application of the money will not relieve you of any obligation to pay any future minimum payment required under the loan agreement.

13. Money paid u nder insurance on condominium project or planned unit development. If the property includes a unit in a condominium project or planned unit development, you must pay to us any money paid to you under any insurance on the whole condominium project or planned unit development. We can apply the money to any of the indebtedness not yet paid in any order we choose rather than giving it to you to repair the unit. The application of the money will not relieve you of any obligation to pay any future minimum payment required under the loan agreement.

14. Some other promises. You must (a) keep the property in good condition, (b) allow us to inspect the property at any time, (c) immediately notify us in writing if any building that is now or becomes in the future part of the property is damaged or destroyed, (d) not use any of the property, or allow any of it to be used, illegally or in a ny way not a llowed b y a ll p olicies p roviding a ny insurance on it, (e) not abandon any of the property, (f) not transfer ownership of any of the property or any interest in any of it without first obtaining our permission in writing unless permitted to do so by federal law, (g) not remove, tear down, structurally alter or change the use of any building or other improvement that is now or becomes in the future part of the property without first obtaining our permission in writing, (h) not transfer any right to receive any rental payment from any of the property to anyone other than us without first obtaining our permission in writing, (i) not change or cancel any lease covering any of the property without first obtaining our permission in writing, (j) not accept any rental payment from any of the property more than 1 month in advance without first obtaining our permission in writing, (k) not place any restriction on the sale or use of any of the property based on any characteristic prohibited by applicable law, (l) promptly provide a complete copy of any prior mortgage to us if we ask you to do so, (m) pay any amount the payment of which is now or in the future secured by the mortgage lien given in any prior mortgage by the date it becomes due, (n) perform all of your other obligations under any prior mortgage or any note or other agreement to which it relates now or in the future, (o) promptly notify us in writing of any default under any prior mortgage, (p) pay any amount the payment of which is now or in the future secured by the mortgage lien given in any prior mortgage n o later than 5 days before the date it is to become due if we ask you to do so, (q) provide to us no later than 3 days before the date any amount the payment of which is now or in the future secured by the mortgage lien given in any prior mortgage is to become due evidence satisfactory to us that the amount has been paid if we ask you to do so, (r) not enter into any agreement changing any prior mortgage, (s) not obtain any additional advance the repayment of which is secured by the mortgage lien given in any prior mortgage, (t) use your best efforts to have the owner of any prior mortgage send us a copy of any notice the owner is required to send you, (u) promptly provide to us a copy of any notice you receive from the owner of any prior mortgage and (v) promptly sign any document we at any time consider necessary to help us protect our interest in any of the property.

15. Additional promises if property includes unit in condominium project or planned unit development. If the property includes a unit in a condominium project or planned unit development, you must (a) pay any assessment imposed by the owners association or other organization that governs the condominium project or planned unit development by the date it becomes due, (b) perform all of your other obligations under any declaration, by-laws or other document that creates or governs the condominium project or planned unit development, (c) promptly notify us in writing if any policy providing any insurance on the whole condominium project or planned unit development is suspended or terminated, (d) not consent to the abandonment or termination of the condominium project or planned unit development unless the abandonment or termination is required by applicable law without first obtaining our permission in writing, (e) not consent to any significant change in any declaration, by-laws or other document that creates or governs the condominium project or planned unit development without first obtaining our permission in writing, (f) not consent to any decision by the owners association or other organization that governs the condominium project or planned unit development to terminate professional management, and begin self-management, of the condominium project or planned unit development without first obtaining our permission in writing and (g) not consent to any transfer, release, partition or subdivision of, or the creation of any lien on, any of the common areas and facilities of the condominium project or planned unit development other than for utilities and similar uses without first obtaining our permission in writing.

16. Statement of amount due. When we ask you to do so, you must give us a written statement acknowledged before a notary public notifying us of the total amount of the indebtedness not yet paid and whether there is any reason you should not have to pay it.

17. Correcting default under prior mortgage. We can, but we will not have to, make any payment we consider necessary to correct any default under any prior mortgage. When we ask you to do so, you must reimburse us for the payment. Also, when we ask you to do so, you must pay us interest on the unreimbursed portion of the payment as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement.

18. Assignment of rents. You assign to us all rental payments from any of the real estate. The assignment will become operative when, after we declare all amounts owing under the loan agreement immediately due, we make a written demand that the rental payments be paid to us.

19. Foreclosure. If after giving such notices of right to cure and of emergency mortgage assistance as are required by applicable law all amounts payable under the loan agreement but not yet paid become immediately due, whether because we declare them immediately due or in any other way, we can bring a lawsuit to foreclose our interest in the property by having it sold as provided by law. The property can be sold in 1 parcel or more than 1 parcel. We will apply the money we receive from the sale (a) first to expenses we pay for advertising, arranging or conducting the sale (including attorney's fees as provided in Section 21) and (b) then to any of the indebtedness not yet paid in any order we choose. You must immediately pay us all of the indebtedness remaining unpaid after we apply money we receive from the sale.

20. Receiver. If you default, we will be entitled to have a receiver appointed by a court to manage the property. Without limiting any authority given the receiver by the court or applicable law, in managing the property, the receiver can (a) take possession of any of the property, (b) enter into, change or cancel any lease covering any of the property and (c) collect any rental payment from any of the property. The receiver will apply any money the receiver receives from managing the property (a) first to expenses we pay or the receiver pays as a result of having the receiver manage the property (including attorney's fees as provided in Section 22, any fee for the receiver and any premium for any bond for the receiver) and (b) then to any of the indebtedness not yet paid in any order we choose.

21. Foreclosure and collection costs. If we hire an attorney who is not a salaried employee of ours to bring a lawsuit to foreclose our interest in the property or collect in any other way any of the indebtedness not yet paid, you must, when we ask you to do so, pay us the attorney's fee, all court costs we pay for the lawsuit and all other expenses we pay in connection with the foreclosure, such as any fee for any examination, report or other evidence of title to any of the property.

22. Other legal expenses. If we hire an attorney who is not a salaried employee of ours to protect any of our rights in any of the property, whether because of any lawsuit brought by you or anyone else (such as a bankruptcy, probate or condemnation proceeding) or for any other reason, you must, when we ask you to do so, reimburse us for the attorney's fee and all other expenses we pay in connection with the lawsuit or defense whether we paid it before or after foreclosure. Also, when we ask you to do so, you must pay us interest on the unreimbursed portion of the attorney's fees and other expenses as though the unreimbursed portion were an amount on which you had to pay a finance charge under the loan agreement whether we paid it before or after foreclosure.

23. Other owner. Anyone signing this mortgage as an other owner gives us the mortgage lien described in Section 2 and will be bound by all provisions of this mortgage, except that he or she will not have to pay any amount payable now or becoming payable in the future under the loan agreement.

24. Notices. Any notice we send you concerning this mortgage or any of the property will be sent to your current mailing address shown in our records concerning this mortgage. Except to the extent prohibited by applicable law, we can send it by regular mail. Any notice you send or deliver to us concerning this mortgage must be in writing and be sent or delivered to our address shown in Section 1 or any other address we specify, including without limitation any notice under 42

PA. C.S.A. § 8143.

25. Separate lien. The mortgage lien you are giving us in this mortgage is and will remain separate from, and will not be merged into, the mortgage lien given in any prior mortgage or any other mortgage lien owner of this mortgage,we will have all rights given us by this mortgage and also all rights given to the owner of a mortgage by applicable law.

26. Rights as owner of mortgage. As the owner of this mortgage, we will have all rights given us by this mortgage and also all rights given to the owner of a mortgage by applicable law.

27. Giving up of rights by you. You give up any right to require that we (a) demand that you pay any of the indebtedness, (b) notify you if any of the indebtedness is not paid by the date it becomes due or (c) obtain a certificate stating that any of the indebtedness was not paid by the date it became due.

28. No notice or loss of rights. We can do any of the following without notifying you or losing any right against you, the property or any other property belonging to you now or acquired by you in the future: (a) accept any check or other order marked "paid in full" or with similar language as a payment of any of the indebtedness; (b) give additional time for the payment of any of the indebtedness, regardless of the number of times we previously did so and regardless of the length of any additional time we previously gave; (c) exercise, give up, fail to exercise or delay exercising any right against any person or property; or (d) fail to protect any interest in any property, whether by failing to file or record any document that must be filed or recorded in a public record or in any other way. For example, we can sue you under this mortgage whether or not we (a) sue anyone else, (b) bring a lawsuit to foreclose our interest in the property or (c) use any money that has been or is deposited with us by you or anyone else to pay any of the indebtedness not yet paid.

29. Changes and giving up of rights by us. No change in this mortgage can be made except in a writing signed by us. No right against you, the property or any other property belonging to you now or acquired by you in the future can be given up by us except in a writing signed by us.

30. If 2 or more persons sign mortgage. If 2 or more persons sign this mortgage, all of them will be, individually and together, liable under it, and, except to the extent required by applicable law, we can send or deliver any notice concerning it to any of them, and the notice will be effective for all of them.

31. Conflicts. If any part of this mortgage conflicts with applicable law, the law will control, and this mortgage will be considered changed to the extent necessary to comply with it.

32. Continued effectiveness. If any part of this mortgage is determined by a court to be invalid, the rest will remain in effect.

33. Early release of mortgage. This mortgage and the mortgage lien you are giving us in this mortgage will not end merely because the indebtedness is paid in full at any time during the period advances can be obtained under the loan agreement. They will end during that period only if we release them. We will release them during that period upon a request made by you as long as at the time we do so the indebtedness is paid in full.

34. What law applies. Any legal question concerning this mortgage will be decided in accordance with (a) Pennsylvania law without regard to the law of any other state and (b) to the extent applicable, federal law.

35. Entire agreement. This mortgage is the final and complete agreement between you and us concerning the mortgage lien you are giving us in this mortgage. Any statement concerning the mortgage lien made by any of our employees or anyone else is not part of this mortgage.

36. Agreement and acknowledgment of receipt. You agree to be legally bound by all provisions of this mortgage and acknowledge receipt of a completed copy of the loan agreement and of this mortgage.

Signature of borrower 1 Hugh M Quigley Date

Signature of borrower 2 Elizabeth H Quigley Date

SIGNATURE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) **ss:**
COUNTY OF BERKS)

On this, the_____ day of _____, 2006, before me, a Notary Public, the undersigned officer, personally appeared Hugh M Quigley, Elizabeth H Quigley known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

[Notarial Seal]

My commission expires:

I certify that the precise residence of the within named mortgagee, Manufacturers and Traders Trust Company, is One M&T Plaza, Buffalo, New York 14240.

Signature _____
Agent on behalf of mortgagee

Schedule A to be attached prior to recording

OPEN-END MORTGAGE
FROM

Hugh M Quigley
Elizabeth H Quigley

TO

Manufacturers and Traders
Trust Company

Record and return to:
Manufacturers and Traders
Trust Company
One Fountain Plz – 4th floor
Buffalo, NY 14203
Attn: Documentation &
Collateral

NOTICE OF RIGHT TO CANCEL

Manufacturers and Traders Trust Company

1. Your Right To Cancel

We have agreed to establish an open-end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

(1) the opening date of your account which is March 20, 2006; or

(2) the date you received your Truth-in-Lending disclosures; or

(3) the date you received this notice of your right to cancel the account.

If you cancel the account, the mortgage on your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. How to Cancel

If you decide to cancel the account, you may do so by notifying us, in writing at **M&T Bank, 1 Fountain Plaza, Buffalo, New York 14203, Attention: Home Equity Department**. You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of March 23, 2006 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

_____ Date _____

Borrower's Signature

_____ Date _____

Other Owner's Signature

In Witness Whereof, You have executed this Notice Of Right To Cancel, and Agree to be Bound by all the Terms and Conditions Stated on these Pages.

I (each of us) acknowledge(s) receipt of two completely filled in copies of this notice. (EACH OF US UNDERSTANDS THAT ONLY ONE OF US NEEDS TO CANCEL THE ACCOUNT FOR THE CANCELLATION TO BE EFFECTIVE).

_____ Date_____

Signature of borrower 1 Hugh M Quigley

_____ Date_____

Signature of borrower 2 Elizabeth H Quigley

_____ Date_____

_____ Date_____

_____ Date_____

_____ Date_____

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_____ Date _____

Borrower's Signature

_____ Date _____

Other Owner's Signature

File Ref. # 20060721009390
SB110 (06/99)

In Witness Whereof, You have executed this Notice Of Right To Cancel, and Agree to be Bound by all the Terms and Conditions Stated on these Pages.

I (each of us) acknowledge(s) receipt of two completely filled in copies of this notice. (EACH OF US UNDERSTANDS THAT ONLY ONE OF US NEEDS TO CANCEL THE ACCOUNT FOR THE CANCELLATION TO BE EFFECTIVE).

_____ Date_____

Signature of borrower 1 Hugh M Quigley

_____ Date_____

Signature of borrower 2 Elizabeth H Quigley

_____ Date_____

_____ Date_____

_____ Date_____

_____ Date_____

File Ref. # 20060721009390
SB110 (06/99)

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_____ Date _____

Borrower's Signature

_____ Date _____

Other Owner's Signature

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_____ Date_____

Signature of borrower 1 Hugh M Quigley

_____ Date_____

Signature of borrower 2 Elizabeth H Quigley

_____ Date_____

_____ Date_____

_____ Date_____

_____ Date_____

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Borrower's Signature

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_____ Date_____

Signature of borrower 1 Hugh M Quigley

_____ Date_____

Signature of borrower 2 Elizabeth H Quigley

_____ Date_____

_____ Date_____

_____ Date_____

_____ Date_____

When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit

More and more lenders are offering home equity lines of credit. By using the equity in your home, you may qualify for a sizable amount of credit, available for use when and how you please, at an interest rate that is relatively low. Furthermore, under the tax law--depending on your specific situation--you may be allowed to deduct the interest because the debt is secured by your home.

If you are in the market for credit, a home equity plan may be right for you. Or perhaps another form of credit would be better. Before making a decision, you should weigh carefully the costs of a home equity line against the benefits. Shop for the credit terms that best meet your borrowing needs without posing undue financial risk. And remember, failure to repay the amounts you've borrowed, plus interest, could mean the loss of your home.

What is a home equity line of credit?

A home equity line of credit is a form of revolving credit in which your home serves as collateral. Because the home is likely to be a consumer's largest asset, many homeowners use their credit lines only for major items such as education, home improvements, or medical bills and not for day-to-day expenses.

With a home equity line, you will be approved for a specific amount of credit--your credit limit, the maximum amount you may borrow at any one time under the plan. Many lenders set the credit limit on a home equity line by taking a percentage (say, 75 percent) of the home's appraised value and subtracting from that the balance owed on the existing mortgage. For example,

Appraised value of home	$100,000
Percentage	x 75%
Percentage of appraised value	= $75,000
Less balance owed on mortgage	- $40,000
Potential credit	$35,000

In determining your actual credit limit, the lender will also consider your ability to repay, by looking at your income, debts, and other financial obligations as well as your credit history.

Many home equity plans set a fixed period during which you can borrow money, such as 10 years. At the end of this "draw period," you may be allowed to renew the credit line. If your plan does not allow renewals, you will not be able to borrow additional money once the period has ended. Some plans may call for payment in full of any outstanding balance at the end of the period. Others may allow repayment over a fixed period (the "repayment period"), for example, 10 years.

Once approved for a home equity line of credit, you will most likely be able to borrow up to your credit limit whenever you want. Typically, you will use special checks to draw on your line. Under some plans, borrowers can use a credit card or other means to draw on the line.

There may be limitations on how you use the line. Some plans may require you to borrow a minimum amount each time you draw on the line (for example, $300) and to keep a minimum amount outstanding. Some plans may also require that you take an initial advance when the line is set up.

What should you look for when shopping for a plan?

If you decide to apply for a home equity line of credit, look for the plan that best meets your particular needs. Read the credit agreement carefully, and examine the terms and conditions of various plans, including the annual percentage rate (APR) and the costs of establishing the plan. The APR for a home equity line is based on the interest rate alone and will not reflect the closing costs and other fees and charges, so you'll need to compare these costs, as well as the APRs, among lenders.

Interest rate charges and related plan features

Home equity lines of credit typically involve variable rather than fixed interest rates. The variable rate must be based on a publicly available index (such as the prime rate published in some major daily newspapers or a U.S. Treasury bill rate); the interest rate for borrowing under the home equity line changes, mirroring fluctuations in the value of the index. Most lenders cite the interest rate you will pay as the value of the index at a particular time plus a "margin," such as 2 percentage points. Because the cost of borrowing is tied directly to the value of the index, it is important to find out which index is used, how often the value of the index changes, and how high it has risen in the past as well as the amount of the margin.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines--a rate that is unusually low and may last for only an introductory period, such as 6 months.

Variable-rate plans secured by a dwelling must, by law, have a ceiling (or cap) on how much your interest rate may increase over the life of the plan. Some variable-rate plans limit how much your payment may increase and how low your interest rate may fall if interest rates drop.

Some lenders allow you to convert from a variable interest rate to a fixed rate during the life of the plan, or to convert all or a portion of your line to a fixed-term installment loan.

Plans generally permit the lender to freeze or reduce your credit line under certain circumstances. For example, some variable-rate plans may not allow you to draw additional funds during a period in which the interest rate reaches the cap.

Costs of establishing and maintaining a home equity line

Many of the costs of setting up a home equity line of credit are similar to those you pay when you buy a home. For example,

- A fee for a property appraisal to estimate the value of your home
- An application fee, which may not be refunded if you are turned down for credit
- Up-front charges, such as one or more points (one point equals 1 percent of the credit limit)
- Closing costs, including fees for attorneys, title search, and mortgage preparation and filing; property and title insurance; and taxes.

In addition, you may be subject to certain fees during the plan period, such as annual membership or maintenance fees and a transaction fee every time you draw on the credit line.

You could find yourself paying hundreds of dollars to establish the plan. If you were to draw only a small amount against your credit line, those initial charges would substantially increase the cost of the funds borrowed. On the other hand, because the lender's risk is lower than for other forms of credit, as your home serves as collateral, annual percentage rates for home equity lines are generally lower than rates for other types of credit. The interest you save could offset the costs of establishing and maintaining the line. Moreover, some lenders waive some or all of the closing costs.

How will you repay your home equity plan?

Before entering into a plan, consider how you will pay back the money you borrow. Some plans set minimum payments that cover a portion of the principal (the amount you borrow) plus accrued interest. But (unlike with the typical installment loan) the portion that goes toward principal may not be enough to repay the principal by the end of the term. Other plans may allow payment of interest alone during the life of the plan, which means that you pay nothing toward the principal. If you borrow $10,000, you will owe that amount when the plan ends.

Regardless of the minimum required payment, you may choose to pay more, and many lenders offer a choice of payment options. Many consumers choose to pay down the principal regularly as they do with other loans. For example, if you use your line to buy a boat, you may want to pay it off as you would a typical boat loan.

Whatever your payment arrangements during the life of the plan--whether you pay some, a little, or none of the principal amount of the loan--when the plan ends you may have to pay the entire balance owed, all at once. You must be prepared to make this "balloon payment" by refinancing it with the lender, by obtaining a loan from another lender, or by some other means. If you are unable to make the balloon payment, you could lose your home.

If your plan has a variable interest rate, your monthly payments may change. Assume, for example, that you borrow $10,000 under a plan that calls for interest-only payments. At a 10 percent interest rate, your monthly payments would be $83. If the rate rises over time to 15 percent, your monthly payments will increase to $125. Similarly, if you are making payments that cover interest plus some portion of the principal, your monthly payments may increase, unless your agreement calls for keeping payments the same throughout the plan period.

If you sell your home, you will probably be required to pay off your home equity line in full immediately. If you are likely to sell your home in the near future, consider whether it makes sense to pay the up-front costs of setting up a line of credit. Also keep in mind that renting your home may be prohibited under the terms of your agreement.

Lines of credit vs. traditional second mortgage loans

If you are thinking about a home equity line of credit, you might also want to consider a traditional second mortgage loan. A second mortgage provides you with a fixed amount of money repayable over a fixed period. In most cases the payment schedule calls for equal payments that will pay off the entire loan within the loan period. You might consider a second mortgage instead of a home equity line if, for example, you need a set amount for a specific purpose, such as an addition to your home.

In deciding which type of loan best suits your needs, consider the costs under the two alternatives. Look at both the APR and other charges. Do not, however, simply compare the APRs, because the APRs on the two types of loans are figured differently:

- The APR for a traditional second mortgage loan takes into account the interest rate charged plus points and other finance charges.
- The APR for a home equity line of credit is based on the periodic interest rate alone. It does not include points or other charges.

Disclosures from lenders

The federal Truth in Lending Act requires lenders to disclose the important terms and costs of their home equity plans, including the APR, miscellaneous charges, the payment terms, and information about any variable-rate feature. And in general, neither the lender nor anyone else may charge a fee until after you have received this information. You usually get these disclosures when you receive an application form, and you will get additional disclosures before the plan is opened. If any term (other than a variable-rate feature) changes before the plan is opened, the lender must return all fees if you decide not enter into the plan because of the change.

When you open a home equity line, the transaction puts your home at risk. If the home involved is your principal dwelling, the Truth in Lending Act gives you 3 days from the day the account was opened to cancel the credit line. This right allows you to change your mind for any reason. You simply inform the lender in writing within the 3-day period. The lender must then cancel its security interest in your home and return all fees--including any application and appraisal fees--paid to open the account

Glossary

Annual membership or maintenance fee
An annual charge for having the line of credit available. Charged regardless of whether or not the line is used.

Annual percentage rate (APR)
The cost of credit on a yearly basis expressed as a percentage.

Application fee
Fees that are paid upon application. May include charges for property appraisal and a credit report.

Balloon payment
A lump-sum payment that may be required when the plan ends.

Cap
A limit on how much the variable interest rate may increase during the life of the plan.

Closing costs
Fees paid at closing, including attorneys fees, fees for preparing and filing a mortgage, fees for title search, taxes, and insurance.

Credit limit
The maximum amount that may be borrowed under the home equity plan.

Equity
The difference between the fair market value (appraised valued) of the home and the outstanding mortgage balance.

Index
Published rate that serves as a base for the interest rate charged on a home equity line and also as the base for rate changes used by the lender.

Interest rate
The periodic charge, expressed as a percentage, for use of credit.

Margin
The number of percentage points the lender adds to the index rate to determine the annual percentage rate.

Minimum payment
The minimum amount that you must pay (usually monthly) on your account. Under some plans, the minimum payment may cover interest only; under others, it may include both principal and interest.

Points
One point is equal to 1 percent of the amount of the credit line. Points must usually be paid at closing and are in addition to monthly interest.

Security interest
An interest that a lender takes in the borrower's property to ensure repayment of a debt.

Transaction fee
A fee charged each time you draw on your credit line.

Variable rate

An interest rate that changes periodically in relation to an index. Payments may increase or decrease accordingly.

Where to Go for Help

The following federal agencies are responsible for enforcing the federal Truth in Lending Act, the law that governs disclosure of terms for home equity lines of credit. Questions concerning compliance with the act by a particular financial institution should be directed to the institution's enforcement agency.

State Banks that Are Members of the Federal Reserve System
Division of Consumer and Community Affairs
Mail Stop 801
Federal Reserve Board
Washington DC 20551
(202) 452-3693
www.federalreserve.gov

National Banks
Office of the Comptroller of the Currency
Customer Assistance Unit
1301 McKinney St.
Suite 3710
Houston, TX 77010
(800) 613-6743
www.occ.treas.gov

Federal Credit Unions
National Credit Union Administration
Office of Public and Congressional Affairs
1775 Duke St.
Alexandria, VA 22314
(703) 518-6330
www.ncua.gov

Federally Insured Non-Member State-Chartered Banks and Savings Banks
Federal Deposit Insurance Corporation
Office of Compliance and Consumer Affairs
550 17th Street, NW
Room PA-1730, 7th Floor
Washington, DC 20429
(202) 942-3100 or
(800) 934-FDIC
www.fdic.gov

Federally Insured Savings and Loan Institutions and Federally Chartered Savings Banks
Office of Thrift Supervision
Consumer Programs
1700 G Street, NW, 6thFloor
Washington, DC 20552
(202) 906-6237 or
(800) 842-6929
www.ots.treas.gov

Mortgage Companies and Other Lenders
Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue, NW
Washington, DC 20580
(202) 326-3758 or
(877) FTC-HELP
www.ftc.gov

ORIGINAL PROVIDED BY THE FEDERAL RESERVE BOARD

M&T Bank

GOOD FAITH ESTIMATE OF SETTLEMENT SERVICES

The charges listed below are estimates of the charges that are likely to be incurred by the borrower ("you") in connection with the settlement (also known as the closing) of the mortgage-secured installment loan for which you have applied. All of the charges will be paid by the lender ("us"). The charges are marked "P.O.C." to indicate that they have been "paid outside of closing" by us. Because the charges listed below are estimates, the actual charges may be more or less.

The numbers beside the items listed below generally correspond to the numbered lines contained in the HUD-1A Settlement Statement that you will receive at the settlement. The HUD-1A Settlement Statement will show the actual amounts of the charges for items paid at the settlement.

The estimated charges listed below are based on the assumption that the loan will be $200,000.00.

Item	HUD-1A	Amount or Range
Appraisal Fee*	803	$ 0.00 to $475.00 P.O.C.
Credit Report	804	$ 0.80 to $ 3.00 P.O.C.
Abstract or Title Search*	1102	$ 25.00 to $250.00 P.O.C.
Recording Fees	1201	$ 11.00 to $ 70.00 P.O.C.
State Tax	1203	$ 0.00 P.O.C.
Flood Certification Fee	1305	$ 8.00 to $ 28.00 P.O.C.

*Estimated charge does not apply to HOMEquity Loans $5,000 to $25,000.

The estimated charges listed above are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA).

Application ID_____
Product_____

IMPORTANT INSURANCE DISCLOSURE STATEMENT

In this Disclosure Statement, Manufacturers and Traders Trust Company ("M&T Bank"), M&T Bank, National Association ("M&T Bank, N.A."), and their affiliates are collectively referred to as "M&T".

1. **You are NOT required to purchase insurance or annuities from M&T. You are advised that M&T may not condition the loan or extension of credit you are applying for on:**

   - **Whether you purchase an insurance product or annuity from M&T or an M&T affiliate; or**
   - **Your agreement not to obtain, or a prohibition on your obtaining, an insurance product or annuity from an entity not affiliated with M&T.**

M&T may be offering you the opportunity to purchase credit life insurance or possibly other credit insurance protection. M&T may also offer you other insurance or annuity products. Credit insurance, and other insurance products and annuity products, are **voluntary**. You do not have to obtain any insurance or annuity from M&T in order to obtain a loan or extension of credit. If you do purchase insurance or an annuity, you can obtain it from the insurance company, agent or broker of your choice. Your choice of insurance provider will not affect M&T's credit decision or credit terms in any way.

2. **An insurance policy or annuity contract is the obligation of the insurance company that issues the insurance policy or annuity contract, and the strength of that obligation depends upon the strength of the insurance company. Insurance products and annuities are NOT:**

   - **Deposits or other obligations of, or guaranteed by, M&T or any affiliate of M&T; or**
   - **Insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, M&T, or any affiliate of M&T.**

   Some insurance products involve investment risk, including the possible loss of value. These products include variable, universal and whole life insurance policies.

By signing below, you acknowledge that the disclosures in paragraph 1 were provided to you orally and in writing at the time you applied for credit; and that the disclosures in paragraph 2 were provided to you orally and in writing before the completion of any sale to you of insurance or annuities.

Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date

Application ID _____

Product _____

IMPORTANT INSURANCE DISCLOSURE STATEMENT

In this Disclosure Statement, Manufacturers and Traders Trust Company ("M&T Bank"), M&T Bank, National Association ("M&T Bank, N.A."), and their affiliates are collectively referred to as "M&T".

1. You are NOT required to purchase insurance or annuities from M&T. You are advised that M&T may not condition the loan or extension of credit you are applying for on:

- **Whether you purchase an insurance product or annuity from M&T or an M&T affiliate; or**
- **Your agreement not to obtain, or a prohibition on your obtaining, an insurance product or annuity from an entity not affiliated with M&T.**

M&T may be offering you the opportunity to purchase credit life insurance or possibly other credit insurance protection. M&T may also offer you other insurance or annuity products. Credit insurance, and other insurance products and annuity products, are voluntary. You do not have to obtain any insurance or annuity from M&T in order to obtain a loan or extension of credit. If you do purchase insurance or an annuity, you can obtain it from the insurance company, agent or broker of your choice. Your choice of insurance provider will not affect M&T's credit decision or credit terms in any way.

2. An insurance policy or annuity contract is the obligation of the insurance company that issues the insurance policy or annuity contract, and the strength of that obligation depends upon the strength of the insurance company. Insurance products and annuities are NOT:

- **Deposits or other obligations of, or guaranteed by, M&T or any affiliate of M&T; or**
- **Insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, M&T, or any affiliate of M&T.**

Some insurance products involve investment risk, including the possible loss of value. These products include variable, universal and whole life insurance policies.

By signing below, you acknowledge that the disclosures in paragraph 1 were provided to you orally and in writing at the time you applied for credit; and that the disclosures in paragraph 2 were provided to you orally and in writing before the completion of any sale to you of insurance or annuities.

Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date
Name of Customer	Customer Signature	Date

PAIL B-070 (01/02)

M&T Bank

IMPORTANT TERMS OF OUR CHOICE EQUITY LINE OF CREDIT ACCOUNT

Retention of Information: This disclosure contains important information about our home equity line of credit. You should read it carefully and keep a copy for your records.

Availability of Terms: All of the terms described below are subject to change. If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you have paid to us or anyone else in connection with your application.

Security Interest: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions: We can terminate your account, require you to pay us the entire outstanding balance in one payment, refuse to make additional extensions of credit, or reduce your credit limit if:

- You engage in fraud or material misrepresentation in connection with the account.
- You do not meet the repayment terms.
- Your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if:

- The value of the dwelling securing the account declines significantly below its appraised value for the purposes of the account.
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation in the agreement.
- Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit limit.
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

Fees and Charges: If the property that will secure your account is located in Delaware, the District of Columbia, Maryland, New York, Virginia or West Virginia, the following applies:

Each time you transfer a portion of the outstanding balance to a Choice Loan, except for the first time you do so, you must pay us a Lock-in Fee of $50. In addition, if you cancel the account within 48 months after the date it is opened, you must reimburse us for certain fees we pay to third parties in connection with opening the account. If the property that secures the account is located in DE, these fees will generally total between $90 and $525. If the property is in DC, these fees will generally total between $110 and $525. If the property is in MD, these fees will generally total between $90 and $525. If the property is in NY, these fees will generally total between $50 (for a $5,000 line) and $9.420 (for a $500,000 line). If the property is in VA, these fees will generally total between $90 and $2,265. If the property is located in WV, these fees will generally range between $90 and $525. If you ask, we will give you an itemization of the fees for which you will have to reimburse us.

If the property that will secure your account is located in Pennsylvania, the following applies:

Each time you transfer a portion of the outstanding balance to a Choice Loan, except for the first time you do so, you must pay us a Lock-in Fee of $50.

Insurance: You must carry insurance on the property that secures the account.

Minimum Draw Requirement: The minimum credit advance you can receive is $100.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges on this account.

Parts of Your Account: Your Base Account is the part of your account from which new loans are made. A Choice Loan is the part of your account to which you may choose to transfer all or a portion of the principal balance.

Base Account Draw and Repayment Periods: You can obtain advances of credit from the Base Account for 10 years (the "Draw Period"). After the Draw Period ends, you will no longer be able to obtain advances of credit. You will be required to repay, in monthly payments, the outstanding balance on your account, together with the applicable finance charges, over a period which is called the "Repayment Period." The length of the Repayment Period is 15 years and one month. Depending on the outstanding balance at the end of the first billing cycle in the Repayment Period and the applicable annual percentage rate, the length of the Repayment Period may be less than 15 years and one month.

Choice Loan Option: During the Draw Period, you have the option to transfer all or a portion of the principal balance of the Base Account to a Choice Loan. The minimum amount you can transfer is $5,000.00. Generally, you may have up to three Choice Loans in your account at any one time, in addition to the Base Account. When you make a transfer, you can choose the length of time (the "term") you will take to pay the balance of the Choice Loan. You can choose a term from 12 months to 180 months.

Minimum Payment Requirements: The minimum payment for your account will be due monthly, and will never be higher than its total outstanding balance. The minimum monthly payment will be the greater of (1) the sum of the minimum monthly payment due on the Base Account plus the total of the minimum monthly payments due for the Choice Loans; or (2) $100.

The Base Account: You can choose one of two payment options for the Base Account during the Draw Period, interest only payments or principal and interest payments:

- *Interest-only payments.* If you choose the interest-only payment option, your minimum monthly payment for the Base Account for any month in the first five (5) years of the Draw Period will be equal to the interest that accrued on the outstanding principal balance of the Base Account during that month. Under this option, the minimum monthly payment billed for any month in the first five (5) years of the Draw Period will not reduce the principal that is outstanding on your account.

  For the final five (5) years of the Draw Period, your minimum monthly payment for each month will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during that month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the last day a credit advance was posted to your account divided by 180; or (2) the outstanding principal balance in the Base Account at the end of the month.

- *Principal and Interest payments.* If you do not choose the interest-only option, your minimum monthly payment for each month in the Draw Period will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during that month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the last day a credit advance was posted to your account divided by 180; or (2) the outstanding principal balance in the Base Account at the end of the month.

Under either payment option, during the Repayment Period, minimum monthly payments for the Base Account will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during the month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the first billing cycle in the Repayment Period divided by 180; or (2) the outstanding principal balance in the Base Account at the end of that month.

The Choice Loan: The minimum monthly payment for each Choice Loan, during the Draw Period and Repayment Period, will be the sum of the interest that accrued on the outstanding principal balance in the Choice Loan during that month plus the lesser of (1) the balance that was transferred to that Choice Loan when the Choice Loan was established divided by the number of months in the term of that Choice Loan; or (2) the outstanding principal balance in that Choice Loan at the end of that month.

Minimum Payment Examples: If you took a single $10,000 advance, the **ANNUAL PERCENTAGE RATE** were 5.50%, and no portion of the balance were transferred to a Choice Loan:

- Under the interest-only payment option, it would take 16 years and 2 months to pay off the advance if you made only the minimum payments. During that time, you would make 60 payments of $45.83; followed by 6 payments varying between $101.38 and $100.11; followed by 127 payments of $100 and a final payment of $99.26.
- Under the principal and interest payment option, it would take 11 years and 2 months to pay off the advance if you made only the minimum payments. During that time, you would make 6 payments varying between $101.38 and $100.11; followed by 127 payments of $100 and one final payment of $99.26.

SEE THE REVERSE SIDE FOR IMPORTANT INFORMATION.

Maximum Rate and Payment Examples: If you had an outstanding principal balance of $10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.9% would be:

- Under the interest-only option, the minimum monthly payment during the first five (5) years of the Draw Period would be $132.50, and the largest minimum monthly payment after that time would be $188.05.
- Under the principal and interest option, the largest minimum monthly payment would be $188.05.

The maximum annual percentage rate could be reached during the first billing cycle in the Draw Period.

Variable-Rate Information: This account has a variable-rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result.
The annual percentage rate (corresponding to the periodic rate) includes only interest and not other costs.

The Base Account: The annual percentage rate (corresponding to the periodic rate) on the Base Account is based on the value of an index. The index is the highest prime rate published in *The Wall Street Journal* "Money Rates" section. To determine the annual percentage rate (corresponding to the periodic rate) that will apply to the Base Account, we add a margin to the value of the index.

The initial annual percentage rate on the Base Account is "discounted" – it is based on the index used for later adjustments, but a different margin. The initial discounted rate will be in effect through the first six billing cycles (called the "Discounted Rate Period"), commencing on the date your account is opened.

Ask us for the current index value, margin, annual percentage rate and initial discount for the Base Account. After you open an account, rate information will be provided on periodic statements that we will send to you.

The Choice Loan Option: The annual percentage rate (corresponding to the periodic rate) for a Choice Loan will not change, once it is established. The rate of interest will be established based on the value of an index. The index is the highest prime rate published in *The Wall Street Journal* "Money Rates" section. To establish the annual percentage rate that will apply to a Choice Loan, we add a margin to the value of the index at the time you transfer a portion of the principal balance to a Choice Loan. The margin we use for the Choice Loan is not necessarily the same margin we use for the Base Account.

The initial annual percentage rate for a Choice Loan is "discounted" – it is based on the index used for later adjustment, but a different margin. The initial discounted rate will be in effect for transfers made to Choice Loans in the billing cycle in which you open your account. The annual percentage rates on Choice Loans established during that billing cycle will not change during the term of those Choice Loans.

Ask us for the current index value, margin, annual percentage rate and initial discount for Choice Loans. After you open an account, rate information will be provided on periodic statements that we will send to you.

Rate Changes: The annual percentage rate on the Base Account can change monthly. The maximum ANNUAL PERCENTAGE RATE that can apply is 15.9%. Except for this 15.9% "cap", there is no limit on the amount by which the rate can change during any one-year period.

The annual percentage rate for establishing new Choice Loans can change monthly. The maximum ANNUAL PERCENTAGE RATE that can apply is 15.9%. Except for this 15.9% "cap", there is no limit on the amount by which the rate can change during any one-year period.

Historical Example: The following table is for the Base Account. It shows how the annual percentage rate and the minimum monthly payments for a single $10,000 credit advance would have changed based on the changes in the index over the past 15 years. The index values are from March 1 of each year. While only one payment amount per year is shown, the payments could have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum monthly payments were made, that the rate remained constant during each year, and that you did not transfer any portion of the balance to a Choice Loan. The tables do not necessarily indicate how the index or your payments will change in the future.

HOME EQUITY LINE OF CREDIT	Year	Index	Margin*	ANNUAL PERCENTAGE RATE	Monthly Payment - Interest-only Payment Option	Monthly Payment - Principal and Interest Payment Option
		(%)	(%)	(%)	($)	($)
Draw Period	1991	8.75	-1.05*	7.70**	64.17	119.72
	1992	6.50	0.00***	6.50	54.17	106.11
	1993	6.00	0.00	6.00	50.00	100.00
	1994	6.00	0.00	6.00	50.00	100.00
	1995	9.00	0.00	9.00	75.00	109.74
	1996	8.25	0.00	8.25	124.30	100.64
	1997	8.25	0.00	8.25	119.72	100.00
	1998	8.50	0.00	8.50	116.94	100.00
	1999	7.75	0.00	7.75	107.22	100.00
	2000	8.75	0.00	8.75	109.02	100.00
Repayment Period	2001	8.50	0.00	8.50	100.00	100.00
	2002	4.75	0.00	4.75	100.00	100.00
	2003	4.25	0.00	4.25	100.00	100.00
	2004	4.00	0.00	4.00	100.00	0.00
	2005	5.50	0.00	5.50	100.00	0.00

*This is a Margin we have recently used for the first six billing cycles.
**This Margin and this rate reflect a 1.05% discount we have used recently on lines greater and equal to $25,000.
***This Margin is based upon a $10,000 credit advance for an approved credit line of $40,000.

The information below is not part of the Disclosure.

The above disclosure is required by federal law. This disclosure describes a home equity line of credit in very general terms and does not take into account other charges that may apply to a home equity line of credit, such as charges for group credit life insurance, returned check charges and stop payment charges. The minimum payment, maximum rate and payment and historical examples set forth in this disclosure are based on the assumption that the only payments made in connection with the account are minimum monthly payments, that each minimum monthly payment is made on the date it is billed and that a year consists of 12 months of 30 days each.

The cost of title insurance, if applicable, and the cost of mortgage recording tax, if the property that will secure your account is located in New York, and Virginia will be based on the maximum amount of the credit line available to you, whether advanced or not.

YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

This disclosure does not apply to the refinancing of any existing home equity line of credit.

M&T Bank

IMPORTANT TERMS OF OUR TOTAL CHOICE EQUITY LINE OF CREDIT ACCOUNT

Retention of Information: This disclosure contains important information about our home equity line of credit. You should read it carefully and keep a copy for your records.

Availability of Terms: All of the terms described below are subject to change. If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you have paid to us or anyone else in connection with your application.

Security Interest: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions: We can terminate your account, require you to pay us the entire outstanding balance in one payment, refuse to make additional extensions of credit, or reduce your credit limit if:

- You engage in fraud or material misrepresentation in connection with the account.
- You do not meet the repayment terms.
- Your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if:

- The value of the dwelling securing the account declines significantly below its appraised value for the purposes of the account.
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation in the agreement.
- Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit limit.
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

Fees and Charges: If the property that will secure your account is located in Delaware, the District of Columbia, Maryland, New York, Virginia or West Virginia, the following applies:

Each time you transfer a portion of the outstanding balance to a Choice Loan, except for the first time you do so, you must pay us a Lock-in Fee of $50. In addition, if you cancel the account within 48 months after the date it is opened, you must reimburse us for certain fees we pay to third parties in connection with opening the account. If the property that secures the account is located in DE, these fees will generally total between $90 and $525. If the property is in DC, these fees will generally total between $110 and $525. If the property is in MD, these fees will generally total between $90 and $525. If the property is located in NY, these fees will generally total between $50 (for a $5,000 line) and $1,325 (for a $50,000 line). If the property is located in VA, these fees will generally total between $90 and $767. If the property is located in WV, these fees will generally range between $90 and $525. If you ask, we will give you an itemization of the fees for which you will have to reimburse us.

If the property that will secure your account is located in Pennsylvania, the following applies.

Each time you transfer a portion of the outstanding balance to a Choice Loan, except for the first time you do so, you must pay us a Lock-in Fee of $50.

Insurance: You must carry insurance on the property that secures the account.

Minimum Draw Requirement: The minimum credit advance you can receive is $100.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges on this account.

Parts of Your Account: Your Base Account is the part of your account from which new loans are made. A Choice Loan is the part of your account to which you may choose to transfer all or a portion of the principal balance.

Base Account Draw and Repayment Periods: You can obtain advances of credit from the Base Account for 10 years (the "Draw Period"). After the Draw Period ends, you will no longer be able to obtain advances of credit. You will be required to repay, in monthly payments, the outstanding balance on your account, together with the applicable finance charges, over a period which is called the "Repayment Period." The length of the Repayment Period is 15 years and one month. Depending on the outstanding balance at the end of the first billing cycle in the Repayment Period and the applicable annual percentage rate, the length of the Repayment Period may be less than 15 years and one month.

Choice Loan Option: During the Draw Period, you have the option to transfer all or a portion of the principal balance of the Base Account to a Choice Loan. The minimum amount you can transfer is $5,000.00. Generally, you may have up to three Choice Loans in your account at any one time, in addition to the Base Account. When you make a transfer, you can choose the length of time (the "term") you will take to pay the balance of the Choice Loan. You can choose a term from 12 months to 180 months.

Minimum Payment Requirements: The minimum payment for your account will be due monthly, and will never be higher than its total outstanding balance. The minimum monthly payment will be the greater of (1) the sum of the minimum monthly payment due on the Base Account plus the total of the minimum monthly payments due for the Choice Loans; or (2) $100.

The Base Account: You can choose one of two payment options for the Base Account during the Draw Period, interest only payments or principal and interest payments:

- *Interest-only payments.* If you choose the interest-only payment option, your minimum monthly payment for the Base Account for any month in the first five (5) years of the Draw Period will be equal to the interest that accrued on the outstanding principal balance of the Base Account during that month. Under this option, the minimum monthly payment billed for any month in the first five (5) years of the Draw Period will not reduce the principal that is outstanding on your account.

  For the final five (5) years of the Draw Period, your minimum monthly payment for each month will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during that month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the last day a credit advance was posted to your account divided by 180; or (2) the outstanding principal balance in the Base Account at the end of the month.

- *Principal and Interest payments.* If you do not choose the interest-only option, your minimum monthly payment for each month in the Draw Period will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during that month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the last day a credit advance was posted to your account divided by 180; or (2) the outstanding principal balance in the Base Account at the end of the month.

Under either payment option, during the Repayment Period, minimum monthly payments for the Base Account will be the sum of the interest that accrued on the outstanding principal balance of the Base Account during the month plus the lesser of (1) the outstanding principal balance in the Base Account at the end of the first billing cycle in the Repayment Period divided by 180; or (2) the outstanding principal balance in the Base Account at the end of that month.

The Choice Loan: The minimum monthly payment for each Choice Loan, during the Draw Period and Repayment Period, will be the sum of the interest that accrued on the outstanding principal balance in the Choice Loan during that month plus the lesser of (1) the balance that was transferred to that Choice Loan when the Choice Loan was established divided by the number of months in the term of that Choice Loan; or (2) the outstanding principal balance in that Choice Loan at the end of that month.

Minimum Payment Examples: If you took a single $10,000 advance, the **ANNUAL PERCENTAGE RATE** were 7.25%, and no portion of the balance were transferred to a Choice Loan:

- Under the interest-only payment option, it would take 17 years and 2 months to pay off the advance if you made only the minimum payments. During that time, you would make 60 payments of $60.42; followed by 48 payments varying between $115.97 and $100.19; followed by 97 payments of $100 and a final payment of $17.31.
- Under the principal and interest payment option, it would take 12 years and 2 months to pay off the advance if you made only the minimum payments. During that time, you would make 48 payments varying between $115.97 and $100.19; followed by 97 payments of $100 and one final payment of $17.31.

SEE THE REVERSE SIDE FOR IMPORTANT INFORMATION.

Maximum Rate and Payment Examples: If you had an outstanding principal balance of $10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.9% would be:

- Under the interest-only option, the minimum monthly payment during the first five (5) years of the Draw Period would be $132.50, and the largest minimum monthly payment after that time would be $188.05.
- Under the principal and interest option, the largest minimum monthly payment would be $188.05.
  The maximum annual percentage rate could be reached during the first billing cycle in the Draw Period.

Variable-Rate Information: This account has a variable-rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result.
The annual percentage rate (corresponding to the periodic rate) includes only interest and not other costs.

The Base Account: The annual percentage rate (corresponding to the periodic rate) on the Base Account is based on the value of an index. The index is the highest prime rate published in *The Wall Street Journal* "Money Rates" section. To determine the annual percentage rate (corresponding to the periodic rate) that will apply to the Base Account, we add a margin to the value of the index.

The initial annual percentage rate on the Base Account is "discounted" – it is based on the index used for later adjustments, but a different margin. The initial discounted rate will be in effect through the first six billing cycles (called the "Discounted Rate Period"), commencing on the date your account is opened.

Ask us for the current index value, margin, annual percentage rate and initial discount for the Base Account. After you open an account, rate information will be provided on periodic statements that we will send to you.

The Choice Loan Option: The annual percentage rate (corresponding to the periodic rate) for a Choice Loan will not change, once it is established. The rate of interest will be established based on the value of an index. The index is the highest prime rate published in *The Wall Street Journal* "Money Rates" section. To establish the annual percentage rate that will apply to a Choice Loan, we add a margin to the value of the index at the time you transfer a portion of the principal balance to a Choice Loan. The margin we use for the Choice Loan is not necessarily the same margin we use for the Base Account.

The initial annual percentage rate for a Choice Loan is "discounted" – it is based on the index used for later adjustment, but a different margin. The initial discounted rate will be in effect for transfers made to Choice Loans in the billing cycle in which you open your account. The annual percentage rates on Choice Loans established during that billing cycle will not change during the term of those Choice Loans.

Ask us for the current index value, margin, annual percentage rate and initial discount for Choice Loans. After you open an account, rate information will be provided on periodic statements that we will send to you.

Rate Changes: The annual percentage rate on the Base Account can change monthly. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 15.9%. Except for this 15.9% "cap", there is no limit on the amount by which the rate can change during any one-year period.

The annual percentage rate for establishing new Choice Loans can change monthly. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 15.9%. Except for this 15.9% "cap", there is no limit on the amount by which the rate can change during any one-year period.

Historical Example: The following table is for the Base Account. It shows how the annual percentage rate and the minimum monthly payments for a single $10,000 credit advance would have changed based on the changes in the index over the past 15 years. The index values are from March 1 of each year. While only one payment amount per year is shown, the payments could have varied during each year.
The table assumes that no additional credit advances were taken, that only the minimum monthly payments were made, that the rate remained constant during each year, and that you did not transfer any portion of the balance to a Choice Loan. The tables do not necessarily indicate how the index or your payments will change in the future.

HOME EQUITY LINE OF CREDIT	Year	Index	Margin*	ANNUAL PERCENTAGE RATE	Monthly Payment - Interest-only Payment Option	Monthly Payment - Principal and Interest Payment Option
		(%)	(%)	(%)	($)	($)
Draw Period	1991	8.75	-1.05*	7.70**	64.17	119.72
	1992	6.50	1.75	8.25	68.75	119.72
	1993	6.00	1.75	7.75	64.58	111.52
	1994	6.00	1.75	7.75	64.58	107.22
	1995	9.00	1.75	10.75	89.58	121.25
	1996	8.25	1.75	10.00	138.88	111.11
	1997	8.25	1.75	10.00	133.33	105.55
	1998	8.50	1.75	10.25	129.58	101.11
	1999	7.75	1.75	9.50	118.88	100.00
	2000	8.75	1.75	10.50	119.72	100.00
Repayment Period	2001	8.50	1.75	10.25	100.00	100.00
	2002	4.75	1.75	6.50	100.00	100.00
	2003	4.25	1.75	6.00	100.00	100.00
	2004	4.00	1.75	5.75	100.00	0.00
	2005	5.50	1.75	7.25	100.00	0.00

*This is a Margin we have used recently for the first 6 billing cycles.
**This Margin and this rate reflect the 2.80% discount we have used recently on lines greater and equal to $25,000.

The information below is not part of the Disclosure.

The above disclosure is required by federal law. This disclosure describes a home equity line of credit in very general terms and does not take into account other charges that may apply to a home equity line of credit, such as charges for group credit life insurance, returned check charges and stop payment charges. The minimum payment, maximum rate and payment and historical examples set forth in this disclosure are based on the assumption that the only payments made in connection with the account are minimum monthly payments, that each minimum monthly payment is made on the date it is billed and that a year consists of 12 months of 30 days each.

The cost of title insurance, if applicable, and the cost of mortgage recording tax, if the property that will secure your account is located in New York, will be based on the maximum amount of the credit line available to you, whether advanced or not.
YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

This disclosure does not apply to the refinancing of any existing home equity line of credit.

M&T Bank

PERSONAL LOAN APPLICATION

CHECK APPROPRIATE BOX – We acknowledge that we are applying for joint credit: Borrower 1 [X] Yes Borrower 2 [X] Yes

DATE	LOAN TYPE	AMOUNT REQUESTED	TERM
03/13/06	CHOICEquity Line (85% LTV)	$200,000.00	N/A

ORIGINATING BRANCH	BRANCH #	EMPLOYEE	EMPLOYEE #
Shillington	06715	Chris Orth	57187

LOAN PROCEEDS TO BE USED FOR:
Home Improvements and Repairs

SOURCE CODE	CHANNEL CODE	LINE INCREASE ACCOUNT #	PREVIOUS LINE AMOUNT	LINE INCREASE AMOUNT	REQUESTED NEW LINE AMT
Business as Usual	Branch				

APPLICATION INFORMATION

NAME	DATE OF BIRTH	DEPENDENTS	SOCIAL SECURITY NO.
HUGH M QUIGLEY	03-06-1932	0	191266052

ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	YEARS/MONTHS	RESIDENCE PHONE
290 MOUNTAIN VIEW RD READING, PA	196079510	35 / 0	(610) 777-0196

[ ] OWN [ ] RENT [ ] LIVING WITH PARENTS [X] OTHER | RENTAL MONTHLY PAYMENT | NAME OF NEAREST RELATIVE NOT LIVING WITH YOU | E-MAIL ADDRESS

PREVIOUS ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	[ ] OWN [ ] RENT [ ] LIVING w/PARENTS [ ] OTHER	YEARS/MONTHS	PHONE

EMPLOYER	POSITION	HOW LONG	INCOME
Retired		13 / 0	$36,000.00 Annually

EMPLOYER ADDRESS STREET CITY STATE	ZIP CODE	PHONE

PREVIOUS EMPLOYER (If current is less than 5 years)	PREVIOUS POSITION	HOW LONG

PREVIOUS EMPLOYER ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	PHONE

OTHER INCOME: INCOME FROM ALIMONY, CHILD SUPPORT OR SEPARATE MAINTENANCE PAYMENTS NEED NOT BE REVEALED IF YOU DO NOT WISH TO HAVE IT CONSIDERED IN DETERMINING YOUR CREDIT WORTHINESS	SOURCE OF OTHER INCOME	AMOUNT
ADDITIONAL SOURCES OF OTHER INCOME (IF ANY)	Social Security	$13,200.00 Annually

DO YOU HAVE A CHECKING ACCT? [X] YES [ ] NO | DO YOU HAVE A SAVINGS ACCOUNT? [X] YES [ ] NO

HAVE YOU EVER BEEN BANKRUPT? [ ] YES [X] NO | DO YOU HAVE ANY OUTSTANDING JUDGEMENTS AGAINST YOU? [ ] YES [X] NO

JOINT APPLICANT INFORMATION

NAME	DATE OF BIRTH	DEPENDENTS	SOCIAL SECURITY NO.
ELIZABETH H QUIGLEY	04-05-1935	0	168261579

ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	YEARS/MONTHS	RESIDENCE PHONE
290 MOUNTAIN VIEW RD , READING, PA	196079510	35 / 0	(610) 777-0196

[ ] OWN [ ] RENT [ ] LIVING WITH PARENTS [X] OTHER | RENTAL MONTHLY PAYMENT | NAME OF NEAREST RELATIVE NOT LIVING WITH YOU | E-MAIL ADDRESS

PREVIOUS ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	[ ] OWN [ ] RENT [ ] LIVING w/PARENTS [ ] OTHER	YEARS/MONTHS	PHONE

EMPLOYER	POSITION	HOW LONG	INCOME
Retired		14 / 0	$6,240.00 Annually

EMPLOYER ADDRESS STREET CITY STATE	ZIP CODE	PHONE

PREVIOUS EMPLOYER (If current is less than 5 years)	PREVIOUS POSITION	HOW LONG

PREVIOUS EMPLOYER ADDRESS: NUMBER STREET CITY STATE	ZIP CODE	PHONE

DO YOU HAVE A CHECKING ACCT? [X] YES [ ] NO | DO YOU HAVE A SAVINGS ACCOUNT? [X] YES [ ] NO

APPRAISALS: You have the right to a copy of the appraisal report used in connection with your application for credit provided that, if required, you have paid for or are willing to pay for the appraisal. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application. In your letter, provide the name and address of each applicant on the application and mail to: Manufacturers and Traders Trust Company, P.O. box 767, Buffalo, New York 14240, Attn: Home Equity Processing.

To Manufactures and Traders Trust Company:

INFORMATION: All information in this application is true and complete, and is given to obtain credit from you. You may verify the information and obtain other information you feel you need in connection with this application or any review, update, renewal or collection of any credit you extend as a result of it. You may give information about me and your credit experience with me to others.

CREDIT REPORTS: You may request credit reports on me from credit reporting agencies in connection with this application or any update, extension or renewal of any credit you extend as a result of it. If I ask, you will tell me if a credit report was requested, and, if so, the name and address of the credit reporting agency furnishing it.

KEEPING APPLICATIONS: You may keep this application whether or not you approve it.

ACKNOWLEDGEMENT: I have received a notice regarding Credit Reports. If I am applying for a line of credit, I acknowledge that I received (a) the booklet entitled "When Your Home is on the Line; What you Should Know About Home Equity Lines of Credit" and (b) the advance disclosure statement entitled (i) "Important Terms of Our CHOICEquity Line of Credit" if I am applying for a CHOICEquity Line of Credit or (ii) "Important Terms of Our Total CHOICEquity Line of Credit" if I am applying for a Total CHOICEquity Line of Credit.

Applicant's Signature Date

Joint Applicant's Signature Date

OTH 03/06 KNOWN KNOWN

Identification

Bank Office Representative's Signature Date

PABR518 (04/04)

1CO

DEBT INFORMATION

LIST ALL DEBTS TO BANKS, STORES, FINANCE COMPANIES, CREDIT UNIONS AND OTHER, INCLUDE ALL OBLIGATIONS TO PAY ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE.

CREDITOR / DESCRIPTION	ACCOUNT NUMBER	BALANCE	MONTHLY PMT	PAYOFF AMT	PAYOFF

COLLATERAL INFORMATION

Complete the following information if vehicle being used as collateral:

NEW ☐ USED ☐	YEAR	MAKE	MODEL	BODY TYPE

CYLINERS	VIN	MILEAGE	TITLE

Complete the following if using property as collateral:

ADDRESS (NO. & STREET) TO BE USED AS COLLATERAL	CITY	COUNTY	STATE	ZIP
290 MOUNTAIN VIEW RD , READING	Berks	PA	196079510	

PROPERTY TYPE: ☒ SINGLE FAMILY ☐ 2-4 UNITS ☐ CONDOMINIUM ☐ TOWNHOUSE ☐ MOBILE HOME

ANNUAL TAXES	BALANCE OWING	MTG HOLDER
$5,000.00	0.00	FREE AND CLEAR

YEAR PURCHASED	ORIGINAL PURCHASE PRICE	ESTIMATE MARKET VALUE	ARE YOR TAXES INCLUDED IN YOUR PAYMENT	OWNER OCCUPIED
71	52,000.00	300,000.00	☐ YES ☒ NO	☒ YES ☐ NO

WHAT LIEN WILL THE LOAN BE SECURED BY? ☐ A FIRST LIEN ON A DWELLING ☐ A JUNIOR LIEN ON A DWELLING ☐ NONE

Complete the following if using deposit account collateral:

FINANCIAL INSTITUTION	ACCOUNT TYPE	ACCOUNT NUMBER

OTHER FINANCIAL INSTITUTION'S ADDRESS

DEPOSIT AMOUNT	ADDITIONAL ACCOUNT TYPE	ACCOUNT NUMBER

MISCELLANEOUS INFORMATION

AUTOMATIC DEDUCTION ☐ YES ☒ NO	DEPOSIT ACCOUNT #
M&T SELECT CUSTOMER ☒ YES ☐ NO	M&T EMPLOYEE ☐ YES ☒ NO
BANK AT WORK ☐ TOTALLY FREE ☐ FIRST ☐ SELECT	AFFINITY ☐ CLOSING BRANCH NUMBER 06715

PERSONAL LOAN APPLICATION
ASSET INFORMATION ADDENDUM

Vehicle(s)

Year	Make	Model	Estimated Value
91	PLYMOUTH	ACCLAIM	$2,500.00
92	HUNDAI	EXCEL	$2,500.00

Home

Owner's Name	Estimated Market Value
Home	

Additional Asset(s)

Description	Account Number	Estimated Value
CHECKING W/ M&T		$15,000.00
MONEY MARKET W/ M&T		$20,000.00
AMERICAN FUNDS		$92,000.00
EVERGREEN FUND		$77,000.00
M&T STOCK		$75,000.00

HOMEquity State Specific Disclosures

All States

Appraisals. You have the right to a copy of the appraisal report used in connection with your application for credit provided that, if required, you have paid for or are willing to pay for the appraisal. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you no later that 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter, provide the name and address of each applicant on the application. If your property is located in Delaware, District of Columbia, Maryland, New York, Pennsylvania, Virginia or West Virginia, send your request to Manufacturers and Traders Trust Company, P.O. Box 767, Buffalo, New York 14240, Attn: Home Equity Processing. Outside these states, send your request to M&T Bank, N.A., P.O. Box 4091, Buffalo, New York 14240-4091, Attn: Home Equity Processing.

Massachusetts

The responsibility of the attorney for the bank is to protect the interest of the bank. You may, at your own expense, engage an attorney of your own selection to represent your interests in the transaction.

If your application is approved, you may borrow on your home equity line of credit for 10 years. You must pay back any remaining balance during the repayment period in accordance with the terms of your home equity line agreement, not to exceed 25 years after closing.

The interest rate on your home equity line of credit is adjusted monthly and is based on The Wall Street Journal Prime rate plus a margin. Please call 1-800-724-6444 to obtain the current rate and margin.

As of the expiration date of your home equity line of credit, the bank may (i) demand payment of the outstanding balance; (ii) with your agreement, rewrite your home equity line of credit at a greater or lesser rate of interest; or (iii) with your agreement, allow payments to be made at a greater or lesser rate of interest.

District of Columbia

Under District of Columbia law, if you have an equity interest in your real property equal to or greater than 20% of the fair market value of the property or, if yours is a purchase money loan and you make a down payment equal to 20% or more of the total purchase price of the property on the date of execution of the loan, you have the right to pay for taxes and insurance premiums directly as long as you are not in default under the loan.

New York

Credit Reports. I understand that you may request a credit report from a credit reporting agency in connection with this application or in connection with any update, extension or renewal of any credit you extend based upon this application. In addition, I understand that if I ask you will tell me if a credit report was requested and, if so, the name and address of the credit reporting agency furnishing the credit report. To request the information, I should write M&T Bank, P.O. Box 767, Buffalo, New York 14240, Attn.: Home Equity Department or call (716) 848-4448.

For Closed-End Home Equity Loan Applications:

NOTICE TO OUR NEW YORK HOME EQUITY LOAN, INSTANT EQUITY LOAN, TOTAL HOME EQUITY LOAN, AFFORDABLE HOME IMPROVEMENT LOAN, AND GENERAL PURPOSE – REAL ESTATE SECURED LOAN CUSTOMERS
Manufacturers and Traders Trust Company

Setting of the Interest Rate for Manufacturers and Traders Trust Company: Please be advised that the interest rate for your loan will be set at the time of application.

Hazard Insurance: Hazard insurance is required for your loan. Please note, a mortgage banker or exempt organization cannot require the borrower/mortgagor to procure or maintain a hazard insurance policy in excess of the replacement cost of the improvement on the property securing the loan.

Manufacturers and Traders Trust Company (M&T Bank) and M&T Bank, N.A. are both affiliates and wholly owned subsidiaries of M&T Bank Corporation.

Ohio

Notice To Ohio Residents. The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Manufacturers and Traders Trust Company (M&T Bank) and M&T Bank, N.A. are both affiliates and wholly owned subsidiaries of M&T Bank Corporation.

OMB NO. 2502-0265

A.	B. TYPE OF LOAN:	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☒ CONV. INS.	
SETTLEMENT STATEMENT	6. FILE NUMBER: TOR-151424-06	7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:	

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (TOR-151424-06 PFD/TOR-151424-06/40)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Michael Bialobrzeski 290 Mountain View Road Reading, PA 19607	Hugh M. Quigley and Elizabeth H. Quigley his wife	Countrywide Home Loans 235 Lancaster Ave. Suite E-13 Frazer, Pa 19050

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
290 Mountain View Road Reading, PA 19607 Berks County, Pennsylvania	Torresdale Executive Abstract Agency, LP PLACE OF SETTLEMENT 7510 Brous Ave. Philadelphia, Pa 19152	June 29, 2006

J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:			**400. GROSS AMOUNT DUE TO SELLER:**		
101. Contract Sales Price		230,000.00	401. Contract Sales Price		230,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		10,627.49	403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106. City/Town Taxes	06/30/06 to 01/01/07	150.53	406. City/Town Taxes	06/30/06 to 01/01/07	150.53
107. County Taxes	06/30/06 to 01/01/07	688.24	407. County Taxes	06/30/06 to 01/01/07	688.24
108. School Tax	06/30/06 to 07/01/06	8.68	408. School Tax	06/30/06 to 07/01/06	8.68
109. Assessments			409. Assessments		
110. Water and Sewer			410. Water and Sewer		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER		241,474.94	*420. GROSS AMOUNT DUE TO SELLER*		230 847.45
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**		
201. Deposit or earnest money		4,500.00	501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)		218,500.00	502. Settlement Charges to Seller (Line 1400)		16,693.78
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first Mortgage to M&T Bank		90,469.60
205.			505. Payoff of second Mortgage		
206.			506.		
207.			507. (Deposit disb. as proceeds)		
208.			508.		
209. SELLER ASSIST		6,900.00	509. SELLER ASSIST		6,900.00
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. School Tax	to		512. School Tax	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER		229,900.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*		114,063.38
300. CASH AT SETTLEMENT FROM/TO BORROWER:			**600. CASH AT SETTLEMENT TO/FROM SELLER:**		
301. Gross Amount Due From Borrower (Line 120)		241,474.94	601. Gross Amount Due To Seller (Line 420)		230,847.45
302. Less Amount Paid By/For Borrower (Line 220)		(229,900.00)	602. Less Reductions Due Seller (Line 520)		(114,063.38)
303. CASH (X FROM) (TO) BORROWER		11,574.94	*603. CASH (X TO) (FROM) SELLER*		116,784.07

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Michael Bialobrzeski

Seller Hugh M. Quigley

Elizabeth H. Quigley

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
290 Mountain View Road Reading, PA 19607 Berks County, Pennsylvania	Torresdale Executive Abstract Agency, LP PLACE OF SETTLEMENT 7510 Brous Ave. Philadelphia, Pa 19152	June 29, 2006

J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BORROWER:				**400. GROSS AMOUNT DUE TO SELLER:**			
101. Contract Sales Price			230,000.00	401. Contract Sales Price			230,000.00
102. Personal Property				402. Personal Property			
103. Settlement Charges to Borrower (Line 1400)			10,627.49	403.			
104.				404.			
105.				405.			
Adjustments For Items Paid By Seller in advance				*Adjustments For Items Paid By Seller in advance*			
106. City/Town Taxes	06/30/06	to 01/01/07	150.53	406. City/Town Taxes	06/30/06	to 01/01/07	150.53
107. County Taxes	06/30/06	to 01/01/07	688.24	407. County Taxes	06/30/06	to 01/01/07	688.24
108. School Tax	06/30/06	to 07/01/06	8.68	408. School Tax	06/30/06	to 07/01/06	8.68
109. Assessments				409. Assessments			
110. Water and Sewer				410. Water and Sewer			
111.				411.			
112.				412.			
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200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**			
201. Deposit or earnest money			4,500.00	501. Excess Deposit (See Instructions)			
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203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff of first Mortgage to M&T Bank			90,469.60
205.				505. Payoff of second Mortgage			
206.				506.			
207.				507. (Deposit disb. as proceeds)			
208.				508.			
209. SELLER ASSIST			6,900.00	509. SELLER ASSIST			6,900.00
Adjustments For Items Unpaid By Seller				*Adjustments For Items Unpaid By Seller*			
210. City/Town Taxes		to		510. City/Town Taxes		to	
211. County Taxes		to		511. County Taxes		to	
212. School Tax		to		512. School Tax		to	
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY/FOR BORROWER			229,900.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*			114,063.38
300. CASH AT SETTLEMENT FROM/TO BORROWER:				**600. CASH AT SETTLEMENT TO/FROM SELLER.**			
301. Gross Amount Due From Borrower (Line 120)			241,474.94	601. Gross Amount Due To Seller (Line 420)			230,847.45
302. Less Amount Paid By/For Borrower (Line 220)			(229,900.00)	602. Less Reductions Due Seller (Line 520)			(114,063.38)
303. CASH (X FROM) (TO) BORROWER			11,574.94	*603. CASH (X TO) (FROM) SELLER*			116,784.07

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Michael Bialobrzeski

Seller Hugh M. Quigley

Hugh M. Quigley

Elizabeth H. Quigley

JUN. 29. 2006 11:09AM NO. 3191 P. 4/3

OMB NO. 2502-0265

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$ 230,000.00 @ 6.0000 %	13,800.00		
Division of Commission (line 700) as Follows:				
701. $ 6,900.00	to Re/Max of Reading			
702. $ 6,900.00	to ReMax Affiliates			
703. Commission Paid at Settlement				13,800.00
704. Conveyancing Fee	to Re/Max Affiliates NE		150.00	275.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Loan Point Fee	to Countrywide Home Loans		1,092.50	
804. Full Appraisal	to Thomas J Dunphy		405.00	
805. Flood Check Fee	to Landsafe Flood		26.00	
806. Tax Service Fee	to Countrywide Home Loans		90.00	
807. Application Fee	to Countrywide Home Loans		-450.00	
808. Application Fee	to Countrywide Home Loans		450.00	
809. Credit report	to Countrywide Home Loans		35.00	
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 06/29/06	to 07/01/06 @ $ 47.140000/day	(2 days %)	94.28	
902. Mortgage Insurance Premium for	months to			
903. Hazard Insurance Premium for	1.0 years to			
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	3.000 months @ $ 73.92 per month		221.76	
1002. Mortgage Insurance	1.000 months @ $ 143.85 per month		143.85	
1003. City/Town Taxes	3.000 months @ $ 32.57 per month		97.71	
1004. County Taxes	2.000 months @ $ 96.92 per month		193.84	
1005. School Tax	2.000 months @ $ 264.13 per month		528.26	
1006.	months @ $ per month			
1007.	months @ $ per month			
1008. Aggregate Adjustment	months @ $ per month		-106.49	
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to Torresdale Executive Abstract Agency, LP		150.00	
1102. Conveyancing Fee	to Torresdale Executive Abstract Agency, LP			250.00
1103. Title Examination	to			
1104. Title Insurance Binder	to			
1105. Document Preparation	to Torresdale Executive Abstract Agency, LP			
1106. Notary/Clerical Fees	to Torresdale Executive Abstract Agency, LP		25.00	25.00
1107. Attorney's Fees	to Torresdale Executive Abstract Agency, LP			
(includes above item numbers:	)			
1108. Title Insurance	to Torresdale Executive Abstract Agency, LP		1,508.75	
(Includes above item numbers:	)			
1109. Lender's Coverage	$			
1110. Owner's Coverage	$ 230,000.00	1,508.75		
1111. Endorsements 100, 300, 8.1	to Torresdale Executive Abstract Agency, LP		150.00	
1112. Overnight Payoffs	to Torresdale Executive Abstract Agency, LP			22.50
1113. Overnight Mortgage Package	to Torresdale Executive Abstract Agency, LP		22.50	
1114. Reimburse Domestic Relations	Torresdale Executive Abstract Agency, LP			
1115. Reimburse Tax Printouts	Torresdale Executive Abstract Agency, LP			
1116. Closing Service Letter	to Stewart Title Guaranty Company		35.00	
1117. wire/email	to Torresdale Executive Abstract Agency, LP		45.00	
1118. Paper Reduction Act	to Re/Max Affiliates NE		10.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $	65.00; Mortgage $ 100.00;	Releases $	165.00	
1202. City/County Tax/Stamps: Deed	2,300.00; Mortgage		2,300.00	
1203. State Tax/Stamps: Deed	2,300.00;			2,300.00
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to Bustin Bugs		75.00	
1303. final water/sewer bill	to City of Reading			21.28
1304. 2006-07 school taxes	to Township of Cumru		3,169.53	
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			10,627.49	16,693.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

Torresdale Executive Abstract Agency Inc. LP
Settlement Agent

Certified to be a true copy.

808. Application Fee		to	Countrywide Home Loans		450.00	
809. Credit report		to	Countrywide Home Loans		35.00	
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From 06/29/06 to 07/01/06 @ $ 47.140000/day (2 days %)					94.28	
902. Mortgage Insurance Premium for months to						
903. Hazard Insurance Premium for 1.0 years to						
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	3.000 months @ $	73.92	per month		221.76	
1002. Mortgage Insurance	1.000 months @ $	143.85	per month		143.85	
1003. City/Town Taxes	3.000 months @ $	32.57	per month		97.71	
1004. County Taxes	2.000 months @ $	96.92	per month		193.84	
1005. School Tax	2.000 months @ $	264.13	per month		528.26	
1006.	months @ $		per month			
1007.	months @ $		per month			
1008. Aggregate Adjustment	months @ $		per month		-106.49	
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	Torresdale Executive Abstract Agency, LP			150.00	
1102. Conveyancing Fee	to	Torresdale Executive Abstract Agency, LP				250.00
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to	Torresdale Executive Abstract Agency, LP				
1106. Notary/Clerical Fees	to	Torresdale Executive Abstract Agency, LP			25.00	25.00
1107. Attorney's Fees	to	Torresdale Executive Abstract Agency, LP				
(includes above item numbers:				)		
1108. Title Insurance	to	Torresdale Executive Abstract Agency, LP			1,508.75	
(includes above item numbers:				)		
1109. Lender's Coverage	$					
1110. Owner's Coverage	$	230,000.00		1,508.75		
1111. Endorsements 100, 300, 8.1	to	Torresdale Executive Abstract Agency, LP			150.00	
1112. Overnight Payoffs	to	Torresdale Executive Abstract Agency, LP				22.50
1113. Overnight Mortgage Package	to	Torresdale Executive Abstract Agency, LP			22.50	
1114. Reimburse Domestic Relations		Torresdale Executive Abstract Agency, LP				
1115. Reimburse Tax Printouts		Torresdale Executive Abstract Agency, LP				
1116. Closing Service Letter	to	Stewart Title Guaranty Company			35.00	
1117. wire/email	to	Torresdale Executive Abstract Agency, LP			45.00	
1118. Paper Reduction Act	to	Re/Max Affilliates NE			10.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed $ 65.00 ; Mortgage $ 100.00 ; Releases $					165.00	
1202. City/County Tax/Stamps: Deed	2,300.00 ; Mortgage				2,300.00	
1203. State Tax/Stamps: Deed	2,300.00 ;					2,300.00
1204.						
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to	Bustin Bugs			75.00	
1303. final water/sewer bill	to	City of Reading				21.28
1304. 2006-07 school taxes	to	Township of Cumru			3,169.53	
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					10,627.49	16,693.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

Torresdale Executive Abstract Agency Inc. LP
Settlement Agent

Certified to be a true copy.

REMOVE THIS STUB BEFORE CASHING 3 M 85945-M3

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

TravelersExpress. MoneyGram.

INTERNATIONAL MONEY ORDER

04/21/2006 75-53 919

4731128307
MONEY ORDER

IMPORTANT - SEE BACK BEFORE CASHING

****500.00***
FIVE HUNDRED ***
DOLLARS 00 CENTS
PAY ONLY
THIS AMOUNT
TO AUTHENTICATE RUB HERE
48774277742
01 2804111144307

PAY TO THE ORDER OF: Re/Max Of Reading

PURCHASER, SIGNER FOR DRAWER: Michael Bialobrzeski

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: 290 Mountain View Rd

Payable thru
WF National Bank
South Central
Faribault, MN

ISSUER/DRAWER:
TRAVELERS EXPRESS COMPANY, INC.

47311283074

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REMOVE THIS STUB BEFORE CASHING 2 M 85945-M3

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TravelersExpress. MoneyGram.

INTERNATIONAL MONEY ORDER

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MONEY ORDER

IMPORTANT - SEE BACK BEFORE CASHING

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PAY ONLY
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PAY TO THE ORDER OF: Re/Max Of Reading

PURCHASER, SIGNER FOR DRAWER: Michael Bialobrzeski

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: 290 Mountain View Rd

Payable thru
WF National Bank
South Central
Faribault, MN

ISSUER/DRAWER:
TRAVELERS EXPRESS COMPANY, INC.

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PAY TO THE ORDER OF: Re/Max Of Reading

PURCHASER, SIGNER FOR DRAWER: Michael Bialobrzeski

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS: 290 Mountain View Rd

Payable thru
WF National Bank
South Central
Faribault, MN

ISSUER/DRAWER:
TRAVELERS EXPRESS COMPANY, INC.

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UMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

TravelersExpress. MoneyGram.

INTERNATIONAL MONEY ORDER

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MONEY ORDER

IMPORTANT - SEE BACK BEFORE CASHING

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ISSUER/DRAWER:
TRAVELERS EXPRESS COMPANY, INC.

Bank

290 Mountain View Rd

Re/Max Of Reading

DRAWER: Michael Bialobrzeski

ING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

533⑆473 11283085⑈ 90

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-R

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Re/Max Of Roading PHONE 610-670-2770
ADDRESS 1290 Broadcasting Rd FAX 610-678-6737
LICENSEE(S) Jean A Schwenger Designated Agent? ☐ Yes ☐ No
BROKER IS THE AGENT FOR SELLER. OR (if checked below):
Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) Re/Max Affiliates PHONE 215-335-6900
ADDRESS 9237 Frankford Ave FAX 215-335-0810
LICENSEE(S) Merwais Noor Designated Agent? ☐ Yes ☐ No
BROKER IS THE AGENT FOR BUYER. OR (if checked below):
Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated April 23, 2006 **is between SELLER(S):**

Hugh Quigley
Elizabeth Quigley

called "Seller," and BUYER(S):

Michael Bialobrzeski

called "Buyer."

2. PROPERTY (9-05) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
290 Mountain View Rd

in the City **of** Reading
County of Berks **in the Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date):** 39-5305-07-68-3792

3. TERMS (9-05)

(A) **Purchase Price** Two Hundred Thirty Thousand********** **U.S. Dollars, which will be paid to Seller by Buyer as follows:**

1.	Cash or check at signing this Agreement:	$ 2,000.00
2.	Cash or check within 15 days of the execution of this Agreement:	$ 2,500.00
3.		$
4.	Cash or cashier's check at time of settlement:	$ 225,500.00
	TOTAL	$ 230,000.00

(B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here), ,who will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this Agreement.

(C) Seller's written approval to be on or before: April 27, 2006

(D) Settlement to be on June 29, 2006 , or before if Buyer and Seller agree.

(E) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

(G) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

(H) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where

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applicable: current taxes (see Information Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

_____

4. FIXTURES & PERSONAL PROPERTY (9-05)

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: Wood Stove 2 refrigerators, window treatments (except LR). Washer, dryer

(B) LEASED items (not owned by Seller):

_____

(C) EXCLUDED fixtures and items:

Range

5. DATES/TIME IS OF THE ESSENCE (9-05)

(A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence and are binding.

(B) For purposes of this Agreement, the number of days will be counted from the date of execution, excluding the day this Agreement was executed and including the last day of the time period. The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. All changes to this Agreement should be initialed and dated.

(C) The settlement date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

6. MORTGAGE CONTINGENCY (9-05)

☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may still obtain mortgage financing.

☒ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

First Mortgage on the Property	**Second Mortgage on the Property**
Loan Amount $ 218,500.00	Loan Amount $ _____
Minimum Term 30 years	Minimum Term _____ years
Type of mortgage Conventional	Type of mortgage _____
Mortgage Lender _____	Mortgage Lender _____
Interest rate 7.75 %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of 8.75 %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

The interest rate(s) and fee(s) provisions in paragraph 6 (A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(B) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms stated above to the mortgage lender(s) identified in paragraph 6 (A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.**

(C) **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the mortgage lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the mortgage loan application, which results in the mortgage lender(s) refusing to approve a mortgage loan commitment, Buyer will be in default of this Agreement.**

(D) 1. **Mortgage commitment date:** June 1, 2006. If Seller does not receive a copy of Buyer's mortgage commitment(s) by this date, **Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement by written notice to Buyer.**

2. Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

3. Seller may terminate this Agreement in writing after the mortgage commitment date, if the mortgage commitment(s):

a. Is not valid until the date of settlement, OR

b. Is conditioned upon the **sale and settlement of any other property,** OR

c. Does not satisfy all the mortgage terms as stated in paragraph 6 (A), OR

d. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the **mortgage commitment date in paragraph 6 (D) (1),** other than those conditions that are customarily satisfied at or near settlement, such as obtaining insurance and confirming employment status.

4. If this Agreement is terminated pursuant to paragraphs 6 (D) (1) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of paragraph 30 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

(E) If the mortgage lender(s), or an insurer providing property and casualty insurance as required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller makes the required repairs to the satisfaction of the mortgage lender(s) or insurer, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.

2. If Seller will not make the required repairs, **or if Seller fails to respond within the time given,** Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

a. Make the required repairs, at Buyer's expense, with permission and access to the Property given by Seller; permission and access may not be unreasonably withheld by Seller, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

(F) **Seller Assist**

☐ NOT APPLICABLE

☒ APPLICABLE. Seller will pay:

☒ $ _____ , or 3 % of Purchase Price, maximum, toward Buyer's costs as acceptable to the mortgage lender(s).

☐ _____

FHA/VA, IF APPLICABLE

(G) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ _____ (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

(H) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

☒ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

(I) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. **WAIVER OF CONTINGENCIES (9-05)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.

8. **PROPERTY INSURANCE AVAILABILITY (9-05)**

☐ WAIVED. This Agreement is NOT contingent upon Buyer obtaining property and casualty insurance for the Property, although Buyer may still obtain property and casualty insurance.

☒ ELECTED. Contingency Period: _____ DAYS (15 if not specified) from the Execution Date of this Agreement. **Within the Contingency Period,** Buyer will make application for property and casualty insurance for the Property to a responsible insurer. **Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process.** If Buyer cannot obtain property and casualty insurance for the Property on terms and conditions reasonably acceptable to Buyer, Buyer will, **within the Contingency Period:**

(A) Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR

(B) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR

(C) Enter into a mutually acceptable written agreement with Seller.

If Buyer and Seller do not reach a written agreement during the Contingency Period, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

9. INSPECTIONS (9-05)

(A) Seller will provide access to insurers' representatives and, as may be required by this Agreement, to surveyors, municipal officials, and inspectors. If Buyer is obtaining mortgage financing, Seller will provide access to the Property to appraisers and others reasonably required by mortgage lender(s). Buyer may attend any inspections.

(B) Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for all inspections.

(D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection report to Broker for Buyer.

(E) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

10. INSPECTION CONTINGENCY OPTIONS (9-05)

The inspection contingencies elected by Buyer in paragraphs 11-15 are controlled by the Options set forth below. The time periods stated in these Options will apply to **all** inspection contingencies in paragraphs 11-15 unless otherwise stated in this Agreement.

Option 1. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:

1. **Accept the Property** with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR
2. If Buyer is not satisfied with the information stated in the report(s), **terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR
3. **Enter into a mutually acceptable written agreement** with Seller providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any.

If Buyer and Seller do not reach a written agreement during the specified Contingency Period, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

Option 2. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:

1. **Accept the Property** with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR
2. If Buyer is not satisfied with the information stated in the report(s), **present the report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name of a properly licensed or qualified professional to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal, or by a contractor selected by Buyer.
   a. Within _____ days (7 if not specified) of receiving Buyer's Proposal, Seller will inform Buyer in writing of Seller's choice to:
      (1) Satisfy the terms of Buyer's Proposal, OR
      (2) Credit Buyer at settlement for the costs to satisfy the terms of Buyer's Proposal, as acceptable to the mortgage lender(s), if any, OR
      (3) Not satisfy the terms of Buyer's Proposal and not credit Buyer at settlement for the costs to satisfy the terms of Buyer's Proposal.
   b. If Seller agrees to satisfy the terms of Buyer's Proposal or to credit Buyer at settlement as specified above, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.
   c. If Seller chooses not to satisfy the terms of Buyer's Proposal and not to credit Buyer at settlement as specified above, or **if Seller fails to choose any option within the time given,** Buyer will, within _____ days (5 if not specified):
      (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR
      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR
      (3) Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any.

      If Buyer and Seller do not reach a written agreement during the time specified in Option 2, 2. c., and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

11. PROPERTY INSPECTION CONTINGENCY (9-05) (See Property and Environmental Inspection Notices)

Buyer understands that property inspections, certifications and/or investigations can be performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals, and may include, but are not limited to: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical, plumbing, heating and cooling systems; water penetration; environmental hazards (e.g., mold, fungi, indoor air quality, asbestos, underground storage tanks, etc.); electromagnetic fields; wetlands inspection; flood plain verification; property boundary/square footage verification; and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances. Other provisions of this Agreement may provide for inspections, certifications and/or investigations that are not waived or altered by Buyer's

election here.

☐ WAIVED. Buyer has the option to conduct property inspections, certifications and/or investigations. Buyer WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☒ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

(A) **Within the Contingency Period,** Buyer, at Buyer's expense, may have inspections, certifications and/or investigations completed by properly licensed or otherwise qualified professionals. If Buyer elects to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law (see Information Regarding the Home Inspection Law), the home inspection must be performed by a full member in good standing of a national home inspection association or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered professional engineer, or a properly licensed or registered architect. This contingency does not apply to the following existing conditions and/or items:

_____

(B) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period:**

☒ **Option 1**

☐ **Option 2** **For the purposes of Paragraph 11 only,** Buyer agrees to accept the Property with the results of any report(s) and agrees to the RELEASE in paragraph 27 of this Agreement if the total cost to correct the conditions stated in the report(s) is less than $ _____ ($0 if not specified) (the "Deductible Amount"). Otherwise, all provisions of paragraph 10, Option 2, shall apply, except that Seller will be deemed to have satisfied the terms of Buyer's Proposal if Seller agrees to perform corrections or offer credits such that the cumulative cost of any uncorrected or uncredited condition(s) is equal to the Deductible Amount.

12. WOOD INFESTATION INSPECTION CONTINTINGENCY (9-05)

☐ WAIVED. Buyer has the option to have the Property inspected for wood infestation by an inspector certified as a wood-destroying pests pesticide applicator. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☒ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

(A) **Within the Contingency Period,** Buyer, at Buyer's expense, may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection is to be limited to all readily visible and accessible areas of all structures on the Property except fences and the following structures, which will not be inspected:

_____

(B) If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period,** obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property.

(C) If the inspection reveals damage from active or previous infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period,** obtain a written report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair and/or treat the Property.

(D) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period:**

☒ **Option 1**

☐ **Option 2**

13. STATUS OF RADON (9-05) (see Information Regarding Radon)

(A) **Seller has no knowledge** concerning the presence or absence of radon unless checked below:

☐ 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE TYPE OF TEST RESULTS (picoCuries/liter or working levels)

_____

_____

☐ 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE RADON REDUCTION METHOD

_____

_____

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

(B) **RADON INSPECTION CONTINGENCY**

☒ WAIVED. Buyer has the option to have the Property inspected for radon by a certified inspector. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement. **Within the Contingency Period,** Buyer, at Buyer's expense, may obtain a radon test of the Property from a certified inspector. If Seller performs any radon remediation, Seller will provide Buyer a certification that the remediation was performed by a properly licensed and certified radon mitigation company.

1. If the written test report reveals the presence of radon below 0.02 working levels or 4 picoCuries/liter (4 pCi/L), Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.
2. If the written test report reveals the presence of radon at or exceeding 0.02 working levels or 4 picoCuries/liter (4 pCi/L),

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Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period:**

☐ **Option 1**

☐ **Option 2**

14. STATUS OF WATER (9-05)

(A) Seller represents that the Property is served by:

☒ Public Water

☐ On-site Water

☐ Community Water

☐ None

☐ _____

(B) **WATER SERVICE INSPECTION CONTINGENCY**

☒ WAIVED. Buyer has the option to have an inspection of the quality and or quantity of the water system for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

1. **Within the Contingency Period,** Buyer, at Buyer's expense, may obtain an inspection of the quality and/or quantity of the water system from a properly licensed or otherwise qualified water/well testing company.
2. If required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
3. If Buyer is not satisfied with the condition of the water system as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period:**

☐ **Option 1**

☐ **Option 2**

15. STATUS OF SEWER (9-05)

(A) Seller represents that the Property is served by:

☒ Public Sewer

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☐ Community Sewage Disposal System

☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

☐ Holding Tank (see Sewage Notice 3)

☐ None (see Sewage Notice 1)

☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

☐ _____

(B) **INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY**

☒ WAIVED. Buyer has the option to have an inspection of the individual on-lot sewage disposal system for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

1. **Within the Contingency Period,** Buyer, at Buyer's expense, may obtain an inspection of the individual on-lot sewage disposal system from a qualified, professional inspector.
2. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to and empty the individual on-lot sewage disposal system. Seller will also restore the Property, at Seller's expense, prior to settlement.
3. If the inspection report reveals defects that do not require expansion or replacement of the existing individual on-lot sewage disposal system, Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period:**

☐ **Option 1**

☐ **Option 2**

4. If the inspection report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may within 25 DAYS of receiving the inspection report, submit a Written Corrective Proposal ("Proposal") to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the time given,** Buyer will notify Seller in writing of Buyer's choice to:
   a. Agree to the terms of the Proposal, if any, whereupon Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
   c. Accept the Property and the existing system and agree to the RELEASE in paragraph 27 of this Agreement, and, if required by any mortgage lender and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, and with permission and access to the Property given by Seller. Permission and access may not be unreasonably withheld by Seller. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

16. HOME WARRANTIES (9-05)

At or before settlement, either party may have the opportunity to purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that the licensee, broker or mortgage lender who orders the home warranty may possibly receive a fee paid by the home warranty company.

17. ZONING CLASSIFICATION & VERIFICATION OF USE CONTINGENCIES (9-05)

(A) Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: Residential

(B) Contingency Period: _____ days (7 if not specified) from the Execution Date of this Agreement.

Within the Contingency Period, Buyer, at Buyer's expense, may verify that the present use (_____) of the Property is permitted. In the event the present use is not permitted, **Buyer will, within the Contingency Period,** give Seller written notice that the present use of the Property is not permitted and that Buyer will:

1. Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the Contingency Period or does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

18. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (9-05)

(A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

_____

(B) Seller knows of no other potential notices (including violations) and/or assessments except as follows:

_____

(C) In the event any notices (including violations) and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing within 5 DAYS of receiving the notices and/or assessments that Seller will:

1. Fully comply with the notices and/or assessments at Seller's expense before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, **or fails within the time given to notify Buyer whether Seller will comply,** Buyer will notify Seller in writing within 5 DAYS that Buyer will:
   a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in paragraph 27 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (C) (2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

(D) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 days prior to settlement, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will notify Buyer in writing that Seller will:
   a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
   b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
      (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (D) (1) (b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before settlement to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in paragraph 18 (D), Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 18 (D) (3) will survive settlement.**

(E) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

19. TITLE, SURVEYS & COSTS (9-05)

(A) The Property will be conveyed with good and marketable title as is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.

(C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specifed in paragraph 19 (A), Buyer will:

1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 27 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in paragraph 19 (B) items (1), (2), (3) and in paragraph 19 (C).

(E) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see Information Regarding Recreational Cabins): _____

20. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (9-05)

☒ NOT APPLICABLE

☐ APPLICABLE: CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania (see Information Regarding Condominiums and Planned Communities) requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

☐ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Information Regarding Condominiums and Planned Communities). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

(A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

(B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any incorrect information provided by the association in the Certificate.

(C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of paragraph 30 of this Agreement.

(D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

21. MAINTENANCE & RISK OF LOSS (9-05)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any system or appliance included in the sale of the Property fails before settlement, Seller will:

1. Repair or replace the failed system or appliance before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
   a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender(s), if any, OR
   b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.
3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is earlier, that Buyer will:
   a. Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR

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2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

22. COAL NOTICE (Where Applicable)
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

23. POSSESSION (9-05)
(A) Possession is to be delivered by deed, keys and:
1. Physical possesion to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
2. Assignment of any existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is leased the execution of this Agreement, unless otherwise stated in this Agreement.

(B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified herein.
(C) Seller will not enter into any new leases, extensions of existing leases or additional leases for the Property without the written consent of Buyer.

24. RECORDING (9-05) This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

25. ASSIGNMENT (9-05) This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless other wise stated in this Agreement.

26. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)
(A) The validity amid construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

27. RELEASE (9-05)
Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, or in violation of any seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

28. REPRESENTATIONS (9-05)
(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
(B) **Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.**
(C) Any repairs required by this Agreement will be completed in a workmanlike manner.
(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

29. DEFAULT (9-05)
(A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in paragraph 3, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(B) **Unless otherwise checked in paragraph 29 (C),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such breach.

(C) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
(D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 29 (B) or (C), Buyer

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and Seller are released from further liability or obligation and this Agreement is VOID.

30. TERMINATION & RETURN OF DEPOSITS (9-05)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, all deposit monies paid on account of purchase price will be returned to Buyer and this Agreement will be VOID. The broker holding the deposit monies may only release the deposit monies according to the terms of a fully executed written agreement between Buyer and Seller and as permitted by the Rules and Regulations of the State Real Estate Commission.

(B) If there is a dispute over entitlement to deposit monies, a broker is not legally permitted to determine if a breach occurred or which party is entitled to deposit monies. A broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission to retain the monies in escrow until the dispute is resolved. In the event of litigation over deposit monies, a broker will distribute the monies according to the terms of a final order of court or a written agreement of the parties. Buyer and Seller agree that, if any broker or affiliated licensee is joined in litigation regarding deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

31. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

32. MEDIATION (9-05)

(A) Unless otherwise checked in paragraph 32 (D), Buyer and Seller will submit all disputes or claims that arise from this Agreement to mediation in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through mediation and signed by the parties will be binding (see Information Regarding Mediation).

(B) Buyer and Seller have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System.

(C) Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

(D) ☐ **MEDIATION IS WAIVED.** Buyer and Seller understand that they may choose to mediate at a later date should a dispute or claim arise, but that there will be no obligation for any party to do so.

33. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978) (9-05)

Lead-Based Paint Hazards Disclosure Requirements: The Residential Lead-Based Paint Hazard Reduction Act requires any seller of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any housing constructed prior to 1978, the Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

☐ NOT APPLICABLE. Property was built in 1978 or later.

☒ APPLICABLE. Property was built before 1978. **Broker must attach the Lead-Based Paint Disclosure and Inspection Contingency Addendum (PAR Form LPA) or another acceptable form with the information required by the Act, and provide Buyer the pamphlet *Protect Your Family from Lead in Your Home*. Buyer(s) must initial below that they have received both documents:**

** _____ Lead-Based Paint Hazards Disclosure and Inspection Contingency Addendum **(attached as part of this Agreement).**

** _____ *Protect Your Family from Lead in Your Home*

34. SPECIAL CLAUSES (1-02)

(A) **The following are part of this Agreement if checked:**

☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)

☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum(PAR Form SSP-CM)

☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)

☐ Tenant-Occupied Property Addendum (PAR Form TOP)

☐ _____

☐ _____

☐ _____

(B) _____

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Return by facsimile transmission (FAX) of this Agreement, and any addenda and amendments, bearing the signatures of all parties, constitutes acceptance by the parties.

☒ **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.**

☒ **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**

☒ **Buyer has read and understands the notices and explanatory information in this Agreement.**

612 ☒ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information
613 Regarding the Real Estate Seller Disclosure Law).
614 ☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before
615 signing this Agreement.
616
617 BUYER'S MAILING ADDRESS:

WITNESS _____ BUYER x _____ DATE 4/23/06
Michael Bialobrzeski

618 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
619 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
620 Seller has read and understands the notices and explanatory information in this Agreement.

621 SELLER'S MAILING ADDRESS:

WITNESS _____ SELLER _____ DATE 4/25/06
Hugh Quigley

WITNESS _____ SELLER _____ DATE 4/25/06
Elizabeth Quigley

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COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.**

INFORMATION REGARDING REAL ESTATE TAXES (Paragraph 3: Terms)

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.
School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment Notice: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value for the property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

NOTICE TO BUYERS SEEKING MORTGAGE FINANCING (Paragraph 6: Mortgage Contingency)

The appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

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PROPERTY & ENVIRONMENTAL INSPECTION NOTICES (Paragraph 11: Property Inspection Contingency)

Flood Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

Property Boundary / Square Footage: Seller has not had the Property surveyed. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. If Buyer wishes to verify the Property's boundaries or square footage, Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size.

Water Service: Buyer may elect to have the water service inspected by a professional water/well testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the mortgage lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to inspect to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure proper determination of whether wood-boring insects or resultant damage is present.

Exterior Insulation and Finish Systems (EIFS): Exterior Insulation and Finish Systems — sometimes referred to as synthetic stucco — are multi-layered wall systems applied to the exterior of some homes. Poor or improper installation of EIFS may result in moisture penetrating the surface of a structure where it may cause damage to the building's frame. Leakage most frequently occurs near doors and windows, gutters, the roof connection and at the lowermost edge of the exterior surface. Vulnerability to leakage depends on structure design as well as the expertise and application skills of the contractor. Damage caused by water intrusion may be both extensive and expensive to repair but may go undetected in the absence of an adequate inspection. Buyers purchasing homes with EIFS construction may seek to engage an inspector experienced in testing for EIFS-related problems who can determine the moisture content of the building's frame.

Asbestos: The heat resistant and durable nature of asbestos makes it useful in construction. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse health effects. Asbestos can easily break into microscopic fibers that remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 260-2090.

Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.

Mold, Fungi and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been asserted that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of indoor contamination. Because individuals may be affected differently, or not affected at all, by the presence of mold or other bioaerosols, Buyer may wish to engage the services of a qualified professional to undertake an assessment and/or sampling of the Property. Assessments and samplings for the presence of mold and bioaerosols can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information about indoor air quality issues is available through the U.S. Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

INFORMATION REGARDING THE HOME INSPECTION LAW 68 Pa. C.S.A. § 7501, et. seq.

(Paragraph 11: Property Inspection Contingency)

Applicability: The Home Inspection Law applies to "residential real estate transfers," defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. (See Information Regarding The Real Estate Seller Disclosure Law (exceptions 1-8) for a list of exceptions to this general rule.)

The following definitions are taken from the text of the Home Inspection Law

Home Inspection: A noninvasive, visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components, and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer. The term also includes any consultation regarding the property that is represented to be a home inspection or that is described by any confusingly similar term. The term does not include an examination of a single system or component of a residential dwelling such as, for example, its electrical or plumbing system or its roof. The term also does not include an examination that is limited to inspection for, or of, one or more of the following: wood-destroying insects, underground tanks and wells, septic systems, swimming pools and spas, alarm systems, air and water quality, tennis courts and playground equipment, pollutants, toxic chemicals and environmental hazards. The scope of a home inspection, the services to be performed and the systems and conditions to be inspected or excluded from inspection may be defined by a contract between the home inspector and the client.

Home inspection report: A written report on the results of a home inspection.

A home inspection report shall include:

(1) A description of the scope of the inspection, including without limitation an identification of the structural elements, systems and subsystems covered by the report.
(2) A description of any material defects noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. A "material defect" that poses an unreasonable risk to people on the property shall be conspicuously identified as such.

A home inspector shall not express either orally or in writing an estimate of the cost to repair any defect found during a home inspection, except that such an estimate may be included in a home inspection report if:

(1) the report identifies the source of the estimate;
(2) the estimate is stated as a range of costs; and
(3) the report states that the parties should consider obtaining an estimate from a contractor who performs the type of repair involved.

Seller shall have the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

Home inspector: An individual who performs a home inspection.

National home inspectors association: Any national association of home inspectors that:

(1) Is operated on a not-for-profit basis and is not operated as a franchise.
(2) Has members in no more than ten states.
(3) Requires that a person may not become a full member unless the person has performed or participated in more than 100 home inspections and has passed a recognized or accredited examination testing knowledge of the proper procedures for conducting a home inspection.
(4) Requires that its members comply with a code of conduct and attend continuing professional education classes as an ongoing condition of membership.

A buyer shall be entitled to rely in good faith, without independent investigation, on a written representation by a home inspector that the home inspector is a full member in good standing of a national home inspection association.

Material defect: A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

INFORMATION REGARDING RADON (Paragraph 13: Status of Radon)

Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon is at or exceeds 0.02 working levels or 4 picoCuries/liter (4pCi/L). If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594.

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SEWAGE NOTICES (Paragraph 15: Status of Sewer)

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.
Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.
(Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing, or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, **Seller must provide** a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.

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INFORMATION REGARDING RECREATIONAL CABINS (Paragraph 19: Title, Surveys & Costs)

The following definitions and requirements are taken from the Pennsylvania Construction Code Act (35 P.S. §7210.101 et. seq.)

A Recreational Cabin is a structure which is:

(1) Utilized principally for recreational activity;
(2) Not utilized as a domicile or residence for any individual for any time period;
(3) Not utilized for commercial purposes;
(4) Not greater than two stories in height, excluding basement;
(5) Not utilized by the owner or any other person as a place of employment;
(6) Not a mailing address for bills and correspondence; and
(7) Not listed as an individual's place of residence on a tax return, driver's license, car registration or voter registration.

A recreational cabin may be exempt from the provisions of the Pennsylvania Construction Code Act if:

(1) The cabin is equipped with at least one smoke detector, one fire extinguisher and one carbon monoxide detector in both the kitchen and sleeping quarters; and
(2) The owner of the cabin files with the municipality either:
   (a) An affidavit on a form prescribed by the Pennsylvania Department of Labor and Industry attesting to the fact that the cabin meets the definition of a "recreational cabin" in Section 103 of the Act; or
   (b) A valid proof of insurance for the recreational cabin, written and issued by an insurer authorized to do business in this Commonwealth, stating that the structure meets the definition of a "recreational cabin" as defined in Section 103 of the Act.

If a recreational cabin is subject to exclusion from the Pennsylvania Construction Code Act, upon transfer of ownership of the recreational cabin, written notice must be provided in the sales agreement and the deed that the recreational cabin:

(1) Is exempt from this Act;
(2) May not be in conformance with the uniform construction code; and
(3) Is not subject to municipal regulation.

Failure to comply with this notice requirement shall render the sale voidable at the option of the purchaser.

INFORMATION REGARDING CONDOMINIUMS AND PLANNED COMMUNITIES
(Paragraph 20: Condominium/Planned Community (Homeowner Association) Resale Notice)

Definition of a Condominium

The Uniform Condominium Act defines a "condominium" as real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Definition of a Planned Community

The Uniform Planned Community Act defines a "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act and the Uniform Condominium Act: When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the buyer with a certificate of resale under the following circumstances:

(1) The Planned Community/Condominium contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community or condomium.
(2) The Planned Community/Condominium is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
(3) The Planned Community/Condominium or units are located outside the Commonwealth of Pennsylvania.
(4) The transfer of the unit is a gratuitous transfer.
(5) The transfer of the unit is required by court order.
(6) The transfer of the unit is by the government or a governmental agency.
(7) The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

LEAD WARNING STATEMENT (FOR PROPERTIES BUILT BEFORE 1978)
(Paragraph 33: Residential Lead-Based Paint Hazard Reduction Act Notice)

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW
(Page 10: Signature Page)

The Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
    a. The buyer has received a one-year warranty covering the construction;
    b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
    c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

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INFORMATION REGARDING MEDIATION (Paragraph 32: Mediation)
DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.

2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
   a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
   b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
   c. A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

   A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.

5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.

6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
   a. Have the authority to enter into and sign a binding settlement to the dispute.
   b Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

   The mediator presiding over the conference:
   a Will impartially conduct an orderly settlement negotiation.
   b. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
   c. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

   Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.

8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

   No privilege will be affected by disclosures made in the course of the mediation.

   Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

   Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

   Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

10. **Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, WILL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR WILL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

PREPARED BY AGENT: Re/Max Affiliates NE, Realtor
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Seller(s) [signature]
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LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL REAL ESTATE

BROKER (Company) Re/Mary
LICENSEE(S) Jean J. Schwenger
SELLER Hugh M. + Elizabeth H. Quigley

Does Seller have a Listing Contract with another Broker? ____ **Yes** ✓ **No**
If yes, explain: _____

1. **PROPERTY** **LISTED PRICE: $** 249,900
   Address 290 Mt View Road
   Municipality (city, borough, township) Cumru
   County Berks School District Gov Mifflin
   Zoning RS Present Use _____
   Identification (For example, Tax ID number; Parcel number; Lot, Block; Deed Book, Page, Recording Date) 39-5305-07-68-3792

2. **STARTING AND ENDING DATES OF LISTING CONTRACT** (also called **"Term"**)
   A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Broker and Seller have discussed and agreed upon the length or term of this contract.
   B. Starting Date: This contract starts when signed by Broker and Seller, unless otherwise stated here: _____
   C. Ending Date: This contract ends on 9-25-2006.

3. **DUAL AGENCY** Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a DUAL AGENT when representing both Seller and the buyer in the sale of a property.

4. **DESIGNATED AGENCY**
   ____ **Not Applicable**
   ✓ **Applicable** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who is not representing the buyer, then that licensee is authorized to work on behalf of Seller. If Licensee is also the Buyer's Agent, the Licensee is a DUAL AGENT.

5. **BROKER'S FEE** No Association of REALTORS® has set or recommended the Broker's Fee. Seller and Broker have negotiated the fee that Seller will pay Broker. The Broker's Fee is $275 and 6% of/from the sale price and paid by Seller.

6. **COOPERATION WITH OTHER BROKERS** Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:
   A. ✓ **represents Seller (SUBAGENT).** Broker will pay 3% of/from the sale price.
   B. ✓ **represents buyer (BUYER'S AGENT).** Broker will pay 3% of/from the sale price.
   A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
   C. ____ **does not represent either Seller or a buyer (TRANSACTION LICENSEE).**
   Broker will pay _____ of/from the sale price.

7. **PAYMENT OF BROKER'S FEE**
   A. **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**
   B. Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.
   C. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.
   D. Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:
      (1) The sale occurs within 60 days of the Ending Date, AND
      (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
      (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
   E. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy the Property because of failing to do all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker 1/2 of/from buyer's deposit monies, OR the **Broker's Fee** in Paragraph 5, whichever is less.
   F. If the Property or any part of it is taken by any government for public use (Eminent Domain), ~~Seller will pay Broker's fee from any money paid by the government~~.
   G. If a sale occurs, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, Broker's Fee will be paid upon the execution of the installment contract.

8. **DUTIES OF BROKER AND SELLER**
   A. Broker is acting as a Seller's Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
   B. Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
   C. All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
   D. If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
   E. Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.

9. **BROKER'S SERVICE TO BUYER** Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to, deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

10. **BROKER NOT RESPONSIBLE FOR DAMAGES** Seller agrees that Broker and Broker's salespersons are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is directly caused by Broker or Broker's salespersons.

11. **DEPOSIT MONEY**
    - **A.** Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow account will be held as required by real state licensing laws and regulations. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
    - **B.** If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attorneys' fees and costs.

12. **OTHER PROPERTIES** Seller agrees that Broker may list other properties for sale and that Broker may show other properties to prospective buyers.

13. **CONFLICT OF INTEREST** A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's interests before any other. If Broker, Licensee, or any of Broker's salespeople has a conflict of interest, Broker will notify Seller in a timely manner.

14. **PUBLICATION OF SALE PRICE** Seller is aware that the Multiple Listing Service (MLS), newspapers, and other media may publish the final sale price of the Property after settlement.

15. **SELLER WILL REVEAL DEFECTS AND ENVIRONMENTAL HAZARDS**
    - **A.** Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
      - **(1)** is a possible danger to those living on the Property, or
      - **(2)** has a significant, adverse effect on the value of the Property.

      The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element system or subsystem is not by itself a material defect.
    - **B.** If Seller fails to disclose known material defects and/or environmental hazards:
      - **(1)** Seller will not hold Broker or Licensee responsible in any way;
      - **(2)** Seller will protect Broker and Licensee form any claims, lawsuits, and actions that result;
      - **(3)** Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

16. **IF PROPERTY WAS BUILT BEFORE 1978** The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The seller also must tell the buyer and the Broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

17. **RECOVERY FUND** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

18. **NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA** Federal and state laws make it illegal for seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

19. **ADDITIONAL OFFERS** If asked by a buyer or cooperating broker, Broker shall reveal the existence of offers on the Property, unless prohibited by Seller. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

20. **TRANSFER OF THIS CONTRACT**
    - **A.** Broker will notify Seller immediately in writing if Broker transfers this Contract to another Broker when:
      - **(1)** Broker stops doing business, OR
      - **(2)** Broker forms a new real estate business, OR
      - **(3)** Broker joins his business with another.

      Seller agrees that Broker may transfer this Contract to another broker. Broker will notify seller immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this Contract with the new broker.
    - **B.** Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all owners will follow the requirements of this Contract.

21. **NO OTHER CONTRACTS** Seller will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract.

22. **ENTIRE CONTRACT** This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this contract.

23. **CHANGES TO THIS CONTRACT** All changes to this contract must be in writing and signed by Broker and Seller.

24. SPECIAL INSTRUCTIONS The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in the Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

25. MARKETING OF PROPERTY

A. Where permitted, Broker, at Broker's option, may use: ✓ For sale sign ✓ Sold ____ Key in office ✓ Lock Box ✓ Print/electronic advertising, including photographs ____ Property address in print/electronic advertising.

B. Broker ____ will / ____ will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and sales persons.

Seller agrees that Broker, Licensee, and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

26. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY

A. Included in the sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings, and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, and blinds; built-in air conditioners; built-in appliances, and the range/oven, unless otherwise stated. Also included: _____

B. The following items are not included in the purchase and price of the Property: _____

C. Items leased by the Seller: _____

ADDITIONAL INFORMATION (OPTIONAL)

TITLE AND POSSESSION

A. Seller will give possession of Property to a buyer at settlement, or on _____

B. At Settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
(1) Mineral Rights Agreements: _____
(2) Other: _____

C. Seller has:
Mortgage with: _____ Amt of Balance $ _____
Address: _____ Phone: _____ Acct #: _____
Equity Loan with: M&T Bank Amt of Balance $ _____
Address: _____ Phone: _____ Acct #: _____

D. Seller has:
____ Judgments ____ Municipal Assessments ____ Past Due Taxes ____ Other: _____
$_____ $_____ $_____ $_____

✓ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

E. If Seller, at any time on or since January 1998, has been obligated to pay support under an order that is on record in any Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: _____

TAXES, UTILITIES AND ASSOCIATION FEES

A. At Settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____

B. Real Estate Property Tax Assessment $ 167200 Yearly Taxes $ 7826
Wage/Income Tax $ _____ Per Capita Tax $ _____

C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.): _____

D. Association Fee $ _____ Include: _____

BUYER FINANCING Seller will accept the following arrangements for buyer to pay for the Property:
____ Cash ____ Conventional Mortgage ____ FHA Mortgage ____ VA Mortgage
____ Seller's help to buyer (if any): _____

Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
Seller gives permission for Broker or Landlord to send information about this transaction to the fax number(s) and/or email address(es) listed below.
Seller has read the entire Contract before signing. All Sellers must sign this Contract. Return by facsimile (FAX) constitutes acceptance of this agreement.

NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT AN ATTORNEY.

SELLER Joseph M. Quigley **DATE** 3/25/06
E-Mail _____

SELLER Elizabeth H. Quigley **DATE** 3/25/06
E-Mail _____

SELLER _____ **DATE** _____
E-Mail _____

BROKER (Company Name) **RE/MAX of Reading**
1290 BROADCASTING RD.
WYOMISSING, PA 19610
Phone: **(610) 670-2770** Fax : **(610) 678-6737**
E-Mail realestate@GoBerksCounty.com

ACCEPTED BY James J. Schwenger **DATE** 3-25-06

SELLER'S CLOSING COSTS – ESTIMATED

RE PROPERTY: 290 Mt View Road

SETTLEMENT DATE: 6-29-06 **PURCHASE PRICE $** 230,000

		Charges
1.	**Broker Commission:**	
	Commission: $ 275.00	
	Commission: $ 13800 –	
	Total Commission:	$ 14,075 –
2.	**Preparation of Deed**	$ 75 –
3.	**Transfer Tax** 1%	$ 2300 –
4.	**Seller's Assist to Buyer** 3%	$ 6900 –
5.	**Home Warranty**	$ —
6.	**Municipal Certification**	$ 25 –
7.	**Settlement Fee**	$ 35 –
8.	**Notary Fees**	$ 15 –
9.	**Survey**	$ —
10.	**Tax Certifications**	$ 25 –
11.	**Overnight/Express Mail Charges**	$ —
12.	**Domestic Lien Search**	$ —
13.	**Other**	$ —
14.	**Other**	$ —
	Estimated Costs	$ 23,450 –
	Adjustments (+/-) (e.g., real estate taxes, refund of escrow)	$ <833>
	TOTAL ESTIMATED COSTS/ADJUSTMENTS	$ 22,617
	Purchase Price	$ 230,000
	Total Costs/Adjustments	$ 22,617
	Estimated Proceeds	$ 207,383
	Seller's Estimate of Mortgages, Equity, and Other Loan balances, liens, assessments etc.	$ —
	ESTIMATED NET PROCEEDS TO SELLER	$ 207,383 –

95,000 · HH

$112,383

The estimated proceeds do not take into account any other mortgages, liens, assessments or other obligations which may be against the property or the Seller.

The above figures are approximated closing costs and will be adjusted as of date of final settlement, if necessary.

I/We understand and have received a copy of these estimated closing costs.

SELLER: Elizabeth H Quigley **DATE:** 4/25/06

	Total Commission:	$	14,075 -
2.	**Preparation of Deed**	$	75 -
3.	**Transfer Tax** 1%	$	2300 -
4.	**Seller's Assist to Buyer** 3%	$	6900 -
5.	**Home Warranty**	$	—
6.	**Municipal Certification**	$	25 -
7.	**Settlement Fee**	$	35 -
8.	**Notary Fees**	$	15 -
9.	**Survey**	$	—
10.	**Tax Certifications**	$	25 -
11.	**Overnight/Express Mail Charges**	$	—
12.	**Domestic Lien Search**	$	—
13.	**Other**	$	—
14.	**Other**	$	—
	Estimated Costs	$	23,450 -
	Adjustments (+/-) (e.g., real estate taxes, refund of escrow)	$	(833)
	TOTAL ESTIMATED COSTS/ADJUSTMENTS	$	22,617
	Purchase Price	$	230,000
	Total Costs/Adjustments	$	22,617
	Estimated Proceeds	$	207,383
	Seller's Estimate of Mortgages, Equity, and Other Loan balances, liens, assessments etc.	$	—
	ESTIMATED NET PROCEEDS TO SELLER	$	207,383 -
			95,000 - HH
			112,383

The estimated proceeds do not take into account any other mortgages, liens, assessments or other obligations which may be against the property or the Seller.

The above figures are approximated closing costs and will be adjusted as of date of final settlement, if necessary.

I/We understand and have received a copy of these estimated closing costs.

SELLER: Elizabeth H. Quigley **DATE:** 4/25/06

SELLER: Hugh M. Quigley **DATE:** 4/25/06

SELLER: _____ **DATE:** _____

BROKER (Company Name) Re/Max of Realtors

ACCEPTED BY Jean A. Schwenger **DATE:** 4/25/06

Rev 1/04

TReND

1 Total Properties

Courtesy Of : Jean Schwenger (610) 670-2770
RE/MAX Of Reading (610) 670-2770

290 Mountain View Rd, Reading, PA — RES ACT — $249,900

MLS #	4699766	**Bed Bath**	5 2/0
MLS Area	10239 Cumru Twp	**Ownership**	FeeSimple
		Type	Single/Detac
County	Berks County	**Design**	Split/MultiL
Zip Code	19607	**Style**	Contemporary
Tax ID #	39-5305-07-68-3792		
Subdiv/Nei	None Available	**Bsmt**	Y
School Dist	Governor Mifflin	**Approx Age**	36
- **High**		**Int Sq Ft**	2,886/ A
- **Middle**		**Unit Floor#**	**C/A** N
- **Elem**		**Internet**	Y / Y

Directions

Rt 724 S, left on Mt. View Rd, (at California Bar & Grill).

Cross Street Rt 10 **Map Grid** 7497C2

Room Dimensions

LR/GR	26 X 21 M	**Main BR**	18 X 14 U	**Br**	16 X 12 L
Dining	15 X 16 M	**2nd BR**	11 X 13 U		
Kitchen	11 X 13 M	**3rd BR**	11 X 13 U		
Family		**4th BR**	11 X 13 U		

Inclusions Wood Stove In Living/Great Room, 2 Refrigerators

Exclusions

Other Info.

Total Rms	8		
Bath Full	M 1	U 1	L
Bath Part	M	U	L
Model			
Builder			

Tax Information

RE Taxes/Yr $4,836 / 2006
Assessment 167700

Association Info

Condo/HOA N / N
Asso Fee/Freq

Lot Information

Acr/SqFt 1.03 / 44,867
Lot Dim irreg
Land Use 105B **Zoning** res
Water Front N

Features

Utilities: ElectricHeat, RadiantHeat, ElectricHtWt, NoA/C, PublicWater, PublicSewer, 200-300AmpEl
Parking: 2-CarGarage, Att/BuiltInG, DrivewayPrk **Exterior:** Alu/SteelExt, BrickExt, SlopingLot, WoodedLot, Patio, NoPool
Bsmt: FullBasement, UnfinishBsmt **Interior:** AccessPanel, OneFirePl, BrickFirePl, LR/GRFireP, W/WCarpeting, Cathedral/Va, Attic/HseFan, CableTVWired, WoodStove, ExposedBeams, StallShower, Foyer/VestEn, NoModifs/Unk, BsmtLaundry **Kit:** KitW/NookBar, ElecCooking, KitDoubleSin, BuiltInDishW
Assn Inc: Finance: ConventnalFi **Cond:** Average+

Remarks

Public: Spacious Contemporary nestled on 1+ acres in Governor Mifflin School District. Custom designed - one if a kind. Convenient to PA Turnpike, King of Prussia, Valley Forge!

Brokerage Information

RE/MAX Of Reading
ListAgent Jean A Schwenger
CoListAg
Show: call 1-866-746-9464
Show: CallToShow, ComboLockBox **Poss:** 90+Days

RMREADIN	(610) 670-2770 x3048	**SBr**	3	**OPr**	$249,900
040131	(610) 670-2770	**BBr**	3	**LDt**	3/25/2006
Appt Phone	(866) 746-9464	**TBr**		**XDt**	9/25/2006

Agmt ER
Sign Y **DVB** N **OMD**
Bkint N **LBon** **LMD** 03/27/2006
Owner Quigley **Disclosure** **Photo** Y **PrExc** N **DOM** 3

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Printed: Mon Mar 27 16:32:06 EST 2006

CHANGE TO LISTING CONTRACT CLC

PROPERTY 290 Mountain View Road, Cumru Township

BROKER (Company) Re/Max of Reading
SELLER

Hugh M Quigley
Elizabeth H Quigley

DATE OF LISTING CONTRACT March 25, 2006 **LISTED PRICE $** 249,900

Broker and Seller agree to change the terms of the above Listing Contract as follows:

1. Ending Date of the Listing Contract is changed to: _____
2. Listed Price is changed to: $ 235,000
3. Appoint Designated Agent(s): _____
   Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller.
4. Remove Designated Agent(s): _____

All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

SELLER Hugh M. Quigley **DATE** 4/21/06
Hugh M Quigley

SELLER Elizabeth H Quigley **DATE** 4/21/06
Elizabeth H Quigley

BROKER(CompanyName) Re/Max of Reading

ACCEPTED BY Jean J. Schwenger **DATE** 4-21-06

PREPARED BY: JEAN SCHWENGER, REALTOR

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Title Insurance

"Title" is your right of ownership, control and possession of property. A deed is the formal document transferring title to real estate and a new deed is used for each transfer. It is the seller's obligation to convey a title that is "marketable and/or insurable." Title insurance protects you and the lender by safeguarding legal titles and differs from any other kind of insurance.

Every other type of insurance you may purchase – life, health, homeowner's, automobile, liability, etc. – protects you against *future* losses and events that may occur after the coverage is in force. Title insurance protects against losses caused by problems with the title to real property arising from events that occurred *before* the effective date of the policy. Unpaid taxes and mortgages, liens from contractors, claims by heirs, easements, previously granted air and mineral rights and fraud and forgery are just some of the hazards which could result in a "faulty title," jeopardizing your ownership.

Two separate policies are produced and purchased on the same title search. Lender's insurance is issued in the amount of the mortgage and the liability decreases and finally disappears as the mortgage is paid off. Your policy, as new owner, is issued in the amount of your purchase price and coverage remains in effect so long as you or your heirs retain ownership of the property. In Pennsylvania, the cost of title insurance is regulated and non-competitive.

Notice

To: Hugh + Bobby Quigley

From: Joan Schumann

Re: 1375 Pershing Blvd #306

Date: 3.18, 2006

This is to give you notice that Joan Schumann has a business relationship with Signature Abstract Co. and that Joan Schumann has less than 4 % ownership interest in Signature Abstract Co.

Attached hereto is the estimate charge or range of charges by Signature Abstract Co. for the following settlement services.

Title Insurance

804.75

724.28

You are not required to use Signature Abstract Co. as a condition for qualification of or settlement on your loan or purchase/sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

I have read and understand the preceding disclosure.

Date: 3/18/06

Hugh M. Quigley

Rev 5/05

Signature Abstract

1100 Berkshire Blvd., Wyomissing, PA 19610
Office: (610) 376-1818 Fax :(610) 376-1878

ALL-INCLUSIVE BASIC AND REISSUE RATES

Amount of Insurance	Basic Rate	Reissue Rate	Amount of Insurance	Basic Rate	Reissue Rate	Amount of Insurance	Basic Rate	Reissue Rate	Amount of Insurance	Basic Rate	Reissue Rate
$ 0-30,000	420.00	378.00	98,001-99,000	852.75	767.48	167,001-168,000	1,198.75	1,078.88	236,001-237,000	1,543.75	1,389.38
30,001-31,000	427.25	384.53	99,001-100,000	858.75	772.88	168,001-169,000	1,203.75	1,083.38	237,001-238,000	1,548.75	1,393.88
31,001-32,000	434.50	391.05	100,001-101,000	863.75	777.38	169,001-170,000	1,208.75	1,087.88	238,001-239,000	1,553.75	1,398.38
32,001-33,000	441.75	397.58	101,001-102,000	868.75	781.88	170,001-171,000	1,213.75	1,092.38	239,001-240,000	1,558.75	1,402.88
33,001-34,000	449.00	404.10	102,001-103,000	873.75	786.38	171,001-172,000	1,218.75	1,096.88	240,001-241,000	1,563.75	1,407.38
34,001-35,000	456.25	410.63	103,001-104,000	878.75	790.88	172,001-173,000	1,223.75	1,101.38	241,001-242,000	1,568.75	1,411.88
35,001-36,000	463.50	417.15	104,001-105,000	883.75	795.38	173,001-174,000	1,228.75	1,105.88	242,001-243,000	1,573.75	1,416.38
36,001-37,000	470.75	423.68	105,001-106,000	888.75	799.88	174,001-175,000	1,233.75	1,110.38	243,001-244,000	1,578.75	1,420.88
37,001-38,000	478.00	430.20	106,001-107,000	893.75	804.38	175,001-176,000	1,238.75	1,114.88	244,001-245,000	1,583.75	1,425.38
38,001-39,000	485.25	436.73	107,001-108,000	898.75	808.88	176,001-177,000	1,243.75	1,119.38	245,001-246,000	1,588.75	1,429.88
39,001-40,000	492.50	443.25	108,001-109,000	903.75	813.38	177,001-178,000	1,248.75	1,123.88	246,001-247,000	1,593.75	1,434.38
40,001-41,000	499.75	449.78	109,001-110,000	908.75	817.88	178,001-179,000	1,253.75	1,128.38	247,001-248,000	1,598.75	1,438.88
41,001-42,000	507.00	456.30	110,001-111,000	913.75	822.38	179,001-180,000	1,258.75	1,132.88	248,001-249,000	1,603.75	1,443.38
42,001-43,000	514.25	462.83	111,001-112,000	918.75	826.88	180,001-181,000	1,263.75	1,137.38	249,001-250,000	1,608.75	1,447.88
43,001-44,000	521.50	469.35	112,001-113,000	923.75	831.38	181,001-182,000	1,268.75	1,141.88	250,001-251,000	1,613.75	1,452.38
44,001-45,000	528.75	475.88	113,001-114,000	928.75	835.88	182,001-183,000	1,273.75	1,146.38	251,001-252,000	1,618.75	1,456.88
45,001-46,000	534.75	481.28	114,001-115,000	933.75	840.38	183,001-184,000	1,278.75	1,150.88	252,001-253,000	1,623.75	1,461.38
46,001-47,000	540.75	486.68	115,001-116,000	938.75	844.88	184,001-185,000	1,283.75	1,155.38	253,001-254,000	1,628.75	1,465.88
47,001-48,000	546.75	492.08	116,001-117,000	943.75	849.38	185,001-186,000	1,288.75	1,159.88	254,001-255,000	1,633.75	1,470.38
48,001-49,000	552.75	497.48	117,001-118,000	948.75	853.88	186,001-187,000	1,293.75	1,164.38	255,001-256,000	1,638.75	1,474.88
49,001-50,000	558.75	502.88	118,001-119,000	953.75	858.38	187,001-188,000	1,298.75	1,168.88	256,001-257,000	1,643.75	1,479.38
50,001-51,000	564.75	508.28	119,001-120,000	958.75	862.88	188,001-189,000	1,303.75	1,173.38	257,001-258,000	1,648.75	1,483.88
51,001-52,000	570.75	513.68	120,001-121,000	963.75	867.38	189,001-190,000	1,308.75	1,177.88	258,001-259,000	1,653.75	1,488.38
52,001-53,000	576.75	519.08	121,001-122,000	968.75	871.88	190,001-191,000	1,313.75	1,182.38	259,001-260,000	1,658.75	1,492.88
53,001-54,000	582.75	524.48	122,001-123,000	973.75	876.38	191,001-192,000	1,318.75	1,186.88	260,001-261,000	1,663.75	1,497.38
54,001-55,000	588.75	529.88	123,001-124,000	978.75	880.88	192,001-193,000	1,323.75	1,191.38	261,001-262,000	1,668.75	1,501.88
55,001-56,000	594.75	535.28	124,001-125,000	983.75	885.38	193,001-194,000	1,328.75	1,195.88	262,001-263,000	1,673.75	1,506.38
56,001-57,000	600.75	540.68	125,001-126,000	988.75	889.88	194,001-195,000	1,333.75	1,200.38	263,001-264,000	1,678.75	1,510.88
57,001-58,000	606.75	546.08	126,001-127,000	993.75	894.38	195,001-196,000	1,338.75	1,204.88	264,001-265,000	1,683.75	1,515.38
58,001-59,000	612.75	551.48	127,001-128,000	998.75	898.88	196,001-197,000	1,343.75	1,209.38	265,001-266,000	1,688.75	1,519.88
59,001-60,000	618.75	556.88	128,001-129,000	1,003.75	903.38	197,001-198,000	1,348.75	1,213.88	266,001-267,000	1,693.75	1,524.38
60,001-61,000	624.75	562.28	129,001-130,000	1,008.75	907.88	198,001-199,000	1,353.75	1,218.38	267,001-268,000	1,698.75	1,528.88
61,001-62,000	630.75	567.68	130,001-131,000	1,013.75	912.38	199,001-200,000	1,358.75	1,222.88	268,001-269,000	1,703.75	1,533.38
62,001-63,000	636.75	573.08	131,001-132,000	1,018.75	916.88	200,001-201,000	1,363.75	1,227.38	269,001-270,000	1,708.75	1,537.88
63,001-64,000	642.75	578.48	132,001-133,000	1,023.75	921.38	201,001-202,000	1,368.75	1,231.88	270,001-271,000	1,713.75	1,542.38
64,001-65,000	648.75	583.88	133,001-134,000	1,028.75	925.88	202,001-203,000	1,373.75	1,236.38	271,001-272,000	1,718.75	1,546.88
65,001-66,000	654.75	589.28	134,001-135,000	1,003.75	930.38	203,001-204,000	1,378.75	1,240.88	272,001-273,000	1,723.75	1,551.38
66,001-67,000	660.75	594.68	135,001-136,000	1,038.75	934.88	204,001-205,000	1,383.75	1,245.38	273,001-274,000	1,728.75	1,555.88
67,001-68,000	666.75	600.08	136,001-137,000	1,043.75	939.38	205,001-206,000	1,388.75	1,249.88	274,001-275,000	1,733.75	1,560.38
68,001-69,000	672.75	605.48	137,001-138,000	1,048.75	943.88	206,001-207,000	1,393.75	1,254.38	275,001-276,000	1,738.75	1,564.88
69,001-70,000	678.75	610.88	138,001-139,000	1,053.75	948.38	207,001-208,000	1,398.75	1,258.88	276,001-277,000	1,743.75	1,569.38
70,001-71,000	684.75	616.28	139,001-140,000	1,058.75	952.88	208,001-209,000	1,403.75	1,263.38	277,001-278,000	1,748.75	1,573.88
71,001-72,000	690.75	621.68	140,001-141,000	1,063.75	957.38	209,001-210,000	1,408.75	1,267.88	278,001-279,000	1,753.75	1,578.38
72,001-73,000	696.75	627.08	141,001-142,000	1,068.75	961.88	210,001-211,000	1,413.75	1,272.38	279,001-280,000	1,758.75	1,582.88
73,001-74,000	702.75	632.48	142,001-143,000	1,073.75	966.38	211,001-212,000	1,418.75	1,276.88	280,001-281,000	1,763.75	1,587.38
74,001-75,000	708.75	637.88	143,001-144,000	1,078.75	970.88	212,001-213,000	1,423.75	1,281.38	281,001-282,000	1,768.75	1,591.88
75,001-76,000	714.75	643.28	144,001-145,000	1,083.75	975.38	213,001-214,000	1,428.75	1,285.88	282,001-283,000	1,773.75	1,596.38
76,001-77,000	720.75	648.68	145,001-146,000	1,088.75	979.88	214,001-215,000	1,433.75	1,290.38	283,001-284,000	1,778.75	1,600.88
77,001-78,000	726.75	654.08	146,001-147,000	1,093.75	984.38	215,001-216,000	1,438.75	1,294.88	284,001-285,000	1,783.75	1,605.38
78,001-79,000	732.75	659.48	147,001-148,000	1,098.75	988.88	216,001-217,000	1,443.75	1,299.38	285,001-286,000	1,788.75	1,609.88
79,001-80,000	738.75	664.88	148,001-149,000	1,103.75	993.38	217,001-218,000	1,448.75	1,303.88	286,001-287,000	1,793.75	1,614.38
80,001-81,000	744.75	670.28	149,001-150,000	1,108.75	997.88	218,001-219,000	1,453.75	1,308.38	287,001-288,000	1,798.75	1,618.88
81,001-82,000	750.75	675.68	150,001-151,000	1,113.75	1,002.38	219,001-220,000	1,458.75	1,312.88	288,001-289,000	1,803.75	1,623.38
82,001-83,000	756.75	681.08	151,001-152,000	1,118.75	1,006.88	220,001-221,000	1,463.75	1,317.38	289,001-290,000	1,808.75	1,627.88
83,001-84,000	762.75	686.48	152,001-153,000	1,123.75	1,011.38	221,001-222,000	1,468.75	1,321.88	290,001-291,000	1,813.75	1,632.38
84,001-85,000	768.75	691.88	153,001-154,000	1,128.75	1,015.88	222,001-223,000	1,473.75	1,326.38	291,001-292,000	1,818.75	1,636.88
85,001-86,000	774.75	697.28	154,001-155,000	1,133.75	1,020.38	223,001-224,000	1,478.75	1,330.88	292,001-293,000	1,823.75	1,641.38
86,001-87,000	780.75	702.68	155,001-156,000	1,138.75	1,024.88	224,001-225,000	1,483.75	1,335.38	293,001-294,000	1,828.75	1,645.88
87,001-88,000	786.75	708.08	156,001-157,000	1,143.75	1,029.38	225,001-226,000	1,488.75	1,339.88	294,001-295,000	1,833.75	1,650.38
88,001-89,000	792.75	713.48	157,001-158,000	1,148.75	1,033.88	226,001-227,000	1,493.75	1,344.38	295,001-296,000	1,838.75	1,654.88
89,001-90,000	798.75	718.88	158,001-159,000	1,153.75	1,038.38	227,001-228,000	1,498.75	1,348.88	296,001-297,000	1,843.75	1,659.38
90,001-91,000	804.75	724.28	159,001-160,000	1,158.75	1,042.88	228,001-229,000	1,503.75	1,353.38	297,001-298,000	1,848.75	1,663.88
91,001-92,000	810.75	729.68	160,001-161,000	1,163.75	1,047.38	229,001-230,000	1,508.75	1,357.88	298,001-299,000	1,853.75	1,668.38
92,001-93,000	816.75	735.08	161,001-162,000	1,168.75	1,051.88	230,001-231,000	1,513.75	1,362.38	299,001-300,000	1,858.75	1,672.88
93,001-94,000	822.75	740.48	162,001-163,000	1,173.75	1,056.38	231,001-232,000	1,518.75	1,366.88			
94,001-95,000	828.75	745.88	163,001-164,000	1,178.75	1,060.88	232,001-233,000	1,523.75	1,371.38			
95,001-96,000	834.75	751.28	164,001-165,000	1,183.75	1,065.38	233,001-234,000	1,528.75	1,375.88			
96,001-97,000	840.75	756.68	165,001-166,000	1,188.75	1,069.88	234,001-235,000	1,533.75	1,380.38			
97,001-98,000	846.75	762.08	166,001-167,000	1,193.75	1,074.38	235,001-236,000	1,538.75	1,384.88			

On the excess over $300,000	BASIC	RE-ISSUE
$300,000 - $500,000 - Add per $1000	$5.00	90% of Basic
$500,001 - $1,000,000 - Add per $1000	$3.75	90% of Basic
$1,000,001 - 2,000,000 - Add per $1000	$2.75	90% of Basic
$2,000,001 - $7,000,000 - Add per $1000	$2.00	$2.00
$7,000,001 - 15,000,000 - Add per $1000	$1.50	$1.50
For Rates over $15,000,001, please contact this office		

ENDORSEMENTS	
PA 100	$50
PA 300	$50
PA 710	$50
PA 810	$50
PA 820	$50
PA 900	$50